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IT IS announced that the Lord Chief Justice, and WILLS and CHANNELL, JJ., will sit as a Divisional Court during the whole of the ensuing sittings, and that BIGHAM, J., will take charge of the Commercial Court.

WE REJOICE that our recent notice of the late Mr. JOSEPH LUCAS, who was admitted a solicitor seventy years ago, has woke up our esteemed correspondent who has in charge the interests of the Father of the Profession for the time being. We thought it would be curious if he tamely submitted to the dethroning of his latest candidate for this extensive paternity, and it will be found from his letter, which is printed elsewhere, that he substantiates the claim of Mr. R. J. EMMERSON, of Sandwich, to the position. Both Mr. LUCAS and Mr. EMMERSON were admitted in 1833, but the latter has continued up to the present year to take out his certificate, while Mr. LUCAS retired from practice some ten years ago or so. A retired "Father" would be an anomaly, hence Mr. MUNTON'S recent nomination remains good. We shall be glad to hear whether Mr. F. J. BELFOUR (called in 1833, and who our correspondent surmises is the Father of the Bar) has been recently seen in the flesh. His name appears in this year's Law List, but it is odd that there is no notice of him in Foster's "Men at the Bar."

THE DECISION of the Circuit Court of Appeals in the United States which prohibits the Northern Securities Co. from holding stock in the Northern Pacific and Great Northern Railway companies has excited much interest among Americans, and is thought to be a blow against the system by which the law against trusts and mergers has for some time been successfully evaded. Englishmen who are interested in the law of railways must often be perplexed when they read of the manner in which railway companies are absorbed or controlled in the United States. In England an amalgamation of such companies can only be obtained by Act of Parliament, and the Railways Clauses Act, 1863, has provided machinery by which working agreements are liable after a certain interval to be revised by the Board of Trade. But in reading the news from America it seemed to the ordinary Englishman that railway undertakings were bought up and absorbed very much as if they were private firms, and without any intervention on the part of the State. In the reports and balance-sheets of railway companies there often appeared under the head "Investments," quantities of the ordinary or "common" stock of different railway companies. This stock was, of course, acquired with the object of securing votes in these companies, and thereby, at some time or other, securing control over them. The decision of the Circuit Court disallows the votes in respect of all stock acquired with this object. The case will, of course, be taken to the Supreme Court of the United States, but even if the decision of the court below should be affirmed, we hear that there will be fresh attempts to evade the law.

WE PRINT elsewhere a letter from a correspondent raising the question whether the purchase of freehold ground-rents is a permissible investment for trustees under the Trustee Act, 1893.

Our correspondent expresses the opinion that the investment is not permissible, but he suggests that a view to the contrary has gained some currency. For ourselves we should have no hesitation in saying that our correspondent is right, and that a trustee who purchases ground-rents makes himself liable for any loss which may result on realization. The Act authorizes the investment of trust funds "on real or heritable securities in Great Britain and Ireland," and there appears to be no ground for supposing that the purchase of real property is included in the investment of money on the security of such property. If this were so, the curious result would follow that trustees would be able to put the trust money into property up to its full value by purchasing, though if they were only lending on the security of the property they would have to allow a margin for depreciation. The purchase of ground-rents is, of course, the purchase of house property subject to a long lease, and trust money may be so applied where there is an express power to invest it in the purchase of freehold hereditaments, even though they are to be "in possession": *Re Peyton's Trust* (L. R. 7 Eq. 463). But in the absence of such express power, trustees, if they invest in ground-rents at all, must invest in the usual way upon a mortgage of such rents. The case of *Vickery* v. *Evans* (33 Beav. 376) shews, however, that in investing on mortgage of ground-rents, the margin of value need not be so large as in an ordinary mortgage, because the value of the houses may be taken into account. A sum of £3,530 had there been invested on mortgage of freehold ground-rents amounting to £176, the value of which was about £4,350. The rack-rents were £1,000. ROMILLY, M.R., held that the security was sufficient, pointing out that, since the landlord would take possesion if the rents were not paid, the interest was secured, not only by the amount of the reserved rents, but also by the value of the houses. Thus it seems to follow that trustees are not restricted to advancing only two-thirds of the capitalized value of the ground-rents, but, treating the ground-rents as for practical purposes absolutely secured, they may require only such a margin as will allow for variation in the number of years' purchase which ground-rents will from time to time realize.

THE COURT of Appeal have decided in *Thompson* v. *Gill* (*ante*, p. 418) that a Scotch "decreet" registered in England under the Judgments Extension Act, 1868 (31 & 32 Vict. c. 54), can be enforced by the appointment of a receiver by way of equitable execution. Doubtless this carries out the object of the Act, which was to enable Scotch and Irish judgments on registration here to be enforced in the same manner as English judgments, but it is not clear how the technical difficulty arising upon the language of section 4 of the Act can be got over. By section 1 a certificate of an Irish judgment, and by section 3 a certificate of a Scotch decreet, might be registered in the Court of Common Pleas, and thereupon "all proceedings" might be taken on such certificate as if the judgment of which it was a certificate had been a judgment originally obtained on the date of registration in the Court of Common Pleas. The words of this provision are very general, and, if there was nothing more, it seems clear that they would authorize proceedings by way of equitable execution. But in *Re Watson* (41 W. R. 34; 1893, 1 Q. B. 21) it was held by the Court of Appeal that they were not to be read in their full sense, but were limited by the specific provision of section 4, under which the Court of Common Pleas was to "have and exercise the same control and jurisdiction over any judgment and decreet and over any certificate of such judgment or decreet" registered under the Act as it "now" has over any judgment in its own court, "but only so far as relates to execution under this Act." This limitation to "execution" has been held to exclude procedure by judgment summons under the Debtors Act, 1869, since that procedure is punitive, and not a mode of execution (*Re Watson* (*supra*)); nor can a Scotch judgment registered in England be made the foundation of a bankruptcy notice (*Re A Bankruptcy Notice*, 46 W. R. 325; 1898, 1 Q. B. 383), since that, too, is not execution. The cases do not necessarily apply to the appointment of a receiver, which, though not an execution at common law, is nevertheless recognized as an equitable form of execution. Assuming, however, that the word "execution" in section 4 is to be taken in a wide sense so as to include that form of equitable relief which is known as equitable execution, it seems to be still necessary, in order to take advantage of the section, to shew that the Court of Common Pleas could at the date of the passing of the Act have granted execution of this nature. VAUGHAN WILLIAMS, L.J., abstained from going into the question as to the meaning of the word "now" in section 4, "because he was not satisfied that the plaintiff could not at that date have taken proceedings in a court of equity upon a Scotch or Irish judgment registered in England and obtained the appointment of a receiver, just as in the case of an ordinary English judgment." But, with deference, it may be pointed out that section 4 says nothing about a court of equity, but confines the proceedings to such execution as could have been levied under process of the Court of Common Pleas. This, of course, did not include the appointment of a receiver; and it is not easy to see, therefore, how section 4 enables such an appointment to be made.

THE CURRENT number of the *Law Quarterly Review* contains a very interesting address on the codification of the Mercantile Law which was delivered by Mr. CHALMERS to the American Bar Association last August. Mr. CHALMERS is himself the draftsman of the Bills of Exchange Act, 1882, and of the Sale of Goods Act, 1893, and also of the Marine Insurance Bill, and he is entitled to speak with special authority upon the subject. Of the various branches of the law it may be said with some confidence that commercial law is the most fitting to be selected for codification. It is a branch in which certainty and accessibility to business men is most to be desired, and it is a branch also in which the reports are singularly full of authority. Mr. CHALMERS quotes the *dictum* of WILLES, C.J., in *Lockyer* v. *Offley* (1 T. R., p. 259), in deciding a new point of commercial law, that "in all commercial transactions the great object is certainty. It will therefore be necessary for the court to lay down some rule, and it is of more consequence that the rule should be certain than whether it is established one way or the other." But of course the matters in which such indifference is possible are few. On most points the experience of the necessities of commerce has been embodied in the decisions of the courts, and these are the material upon which any codification must be based. Mr. CHALMERS neatly points out that under a code the process of reasoning in deciding any particular case is deductive only. The sole question is whether the case does or does not fall within some given statement in the code. "The process of reasoning is purely deductive, and the code supplies the major premiss in the syllogism." But with uncodified law the lawyer in advising, and the judge in deciding, have to collect their rule from the authorities, and this inductive process must precede the deductive process of applying the rule to the case in question. When the authorities are so complete that a body of rules can be deduced once for all, then the law is ripe for codification and the former process is saved. Mr. CHALMERS is careful to insist, however, that codification must not go in advance of the principles settled by actual cases. "A code," he says, "can usefully settle disputed points, and fill up small *lacunæ* in the law, but it should always have its feet on the ground. If you go above and beyond experience, you are codifying in the air, and you will probably do more harm than good to commerce and mercantile law."

FORFEITURE of a felon's property was abolished, as is generally known, by the Forfeiture Act, 1870. What is not so generally known is the mode in which a felon's property is administered during the term of his imprisonment. The practice of the Scotland-yard authorities with regard to the convict's personal property, and, more particularly, his personal belongings, such as jewellery and furniture, has been brought somewhat prominently before the public by the case of *Carr* v. *Henry* (reported elsewhere). In this case the plaintiff, an ex-convict, brought an action against the official at Scotland-yard who had been responsible for the administration of his (the convict's) property, and claimed, *inter alia*, damages for wrongful conversion. He alleged that the property

had been sold needlessly, and at an undervalue. It appears that the practice at present prevailing at Scotland-yard is to sell at once all such property of a convict as is of comparatively small value, and ROMER, L.J., commented strongly on the practice. In the particular case before him he was satisfied that the administrator had exercised his discretion in selling the property, but he intimated that an administrator who ordered a convict's property to be sold without exercising any discretion as to whether such a sale was advisable or not, would, in the event of any loss incurred to the convict's estate thereby, have to suffer for that loss in an action brought by the convict. The reason for this practice of instant sale is said to be the inconvenience which would result from turning Scotland-yard into a storehouse of convicts' property, and it is a practice which undoubtedly may in some cases be a reasonable one. But in the case of such things as jewellery and, generally, articles which may have a special value in the eyes of an owner, the practice seems inexcusable. It is idle for the administrator to say that he has reason to believe that the convict has not a clear title to the property, that the articles he is selling are what the Romans would have called *res furtivæ*. If he really thinks that, surely it is his duty to keep the property in the hope that the true owner may come forward. It is idle, again, to say that the convict must suffer for being a convict. He does suffer, in so far as his person is confined and his good name tarnished, but so far as his proprietary rights are concerned, the law, different now from what it formerly was, leaves them intact. The convict, on coming out of prison, is entitled to receive back his property in the state in which he left it, and if it has been in any way converted, there must have been good reason for the conversion.

THE CASE of *Kendal* v. *Metropolitan Borough of Lewisham* (*ante*, p. 418), before KEKEWICH, J., recently, illustrates the subtleties that may arise by reason of the varying language of different statutes relating to local government. Under the Public Health Act, 1875, various duties are assigned to the "surveyor," and section 189 provides that every urban authority shall from time to time appoint a fit and proper person to be surveyor. In *Lewis* v. *Weston-super-Mare Local Board* (40 Ch. D. 55) STIRLING, J., held that this necessitated that the various duties assigned to the surveyor should be performed by the permanent surveyor thus appointed. "In my opinion," he said, "'the surveyor' mentioned in section 16"—the section then in question—"is the fit and proper person duly appointed to be surveyor under section 189 of the Act, and no other, not even an engineer of the greatest eminence whom the authority may see fit to consult with reference to works on which they are engaged." In *Kendal* v. *Metropolitan Borough of Lewisham* an attempt was made to take advantage of this decision in order to object to an apportionment which had been made by a surveyor for paving expenses, upon the ground that the surveyor employed was not the permanent surveyor of the local authority. The statute applicable, however, was not the Public Health Act, 1875, but section 105 of the Metropolis Management Act, 1855, and here the reference is to "the surveyor for the time being." KEKEWICH, J., held that the phrase did not necessarily mean a permanent surveyor, but included a surveyor appointed for a particular purpose. Hence in the case before him the surveyor was competent to make the apportionment.

WE READ recently the report of an inquest in which it appeared that the deceased had committed suicide; that a medical practitioner who had attended him was called and stated that it had come to his knowledge that the deceased had on previous occasions attempted to destroy himself. The witness went on to say that he had informed no one of these occurrences, as he thought it was the duty of a physician to maintain the strictest secrecy with regard to matters affecting the private life of a patient, which he had only known in the exercise of his profession. We have often heard that physicians are disposed to claim for themselves the same privilege with regard to communications made to them in their professional capacity as that which is possessed by legal practitioners. This claim is discussed in Taylor on Evidence and other legal works, and the general impression appears to be that it has no foundation in law. It is important that there should be the least possible limitation on the salutary power inherent in every judicial tribunal of summoning witnesses and of obtaining by compulsion a full disclosure of everything which they know touching the matter in question. Cases may certainly arise in which serious mischief may be done by the publication of matters by a witness who only heard of them because he occupied a position of trust and confidence. It may well be that in these cases the courts should have power to close their doors to the public.

THE EDUCATION ACT was directed by section 27 (2) to come into operation "on the appointed day," and "the appointed day," it was said, "shall be the 26th of March, or such other day, not being more than eighteen months later, as the Board of Education may appoint." Must an appointment under this section have been made before the 26th of March, or can it be made at any time within eighteen months after the 26th of March? In their circular of the 4th of March (see *ante*, p. 447), the Board of Education stated that the Act would come into operation on the 26th of March "in any area for which some later day had not been *previously* appointed by the Board under section 27 (2) of the Act"; but although the 1st of April was officially named in the same circular as *primâ facie* the day of commencement, the Board added:

> The essential point is that the Board should know, at once, if any local education authority does not desire the 1st of April. This day will in every case, so far as the substantial provisions of the Act are concerned, be substituted for the 26th of March, if no other further postponement is necessary.

Is this partial and defeasible appointment sufficient to constitute some future day not yet settled the "appointed day" superseding the 26th of March? If it is not, the logical result appears to be that the 26th of March was the appointed day, and that the Act came into operation on that day. If it is, to what extent, and by how many variations from the 1st of April, can a day be now "appointed" for the commencement of the Act?

A QUESTION of some interest has arisen upon the construction of one of the Cemetery Acts, which provides that no burial shall take place within one hundred yards of any dwelling-house. We understand that an opinion has been given to the effect that this provision has no operation in the case of houses to be hereafter erected. The argument is that a different construction would lead to the closing of existing cemeteries when and as soon as houses were constructed on adjacent land. This may be the case, but we cannot see why it should affect the construction of the enactment. In the case of the Acts relating to the storage of explosives, it could not be contended that the restriction as to distance from inhabited houses would not apply in the case of newly-constructed houses. It is the duty of those who are likely to suffer by the statutory restriction to secure themselves by acquiring surplus land, and if they omit this precaution, they must take the consequences.

At the opening of the court at the Spelthorne Petty Sessions held on Wednesday at Teddington, there was disclosed in a conspicuous position a framed table, erected by the magistrates, bearing the names of officers and men from the division who fell in South Africa. The total is thirty-seven. In calling attention to the memorial from the bench, Lieut.-Col. Smyth thanked his brother magistrates for helping him to place it in the court-house. He believed it would be acceptable to the relatives and friends of the men from the Spelthorne Division who sacrificed their lives for their country, and thus displayed the highest and noblest form of patriotism.

A correspondent of the *Times*, writing on the defence of poor prisoners, says that the Dorset sessions bar have withdrawn their rules on this subject, to which we have several times referred, in compliance with a recommendation of the Attorney-General, to whom they referred the question, being content, for the present, that attention should be concentrated upon the efforts which are being made by Mr. Bousfield and his supporters to introduce a more complete and common system, and relying upon the expression of the Attorney-General's opinion that the subject is one of great and pressing importance which ought to be dealt with by the action of the bar as a whole in concert, if possible, with the law societies.

Expiring Laws Continuance.

In the course of the last session the Expiring Laws Continuance Bill aroused the serious attention of the House of Commons. Both on second reading and in committee very interesting debates took place, and though nothing has yet been announced in the way of improvement, it may be hoped that the session of 1902 will be the last in which the continuance of expiring statutes will be dealt with in its present form, which dates from 1863, when only thirteen statutes had to be continued, whereas now they number ninety-one, of which thirty-five are principal and fifty-six are amending Acts.

The practice of passing temporary Acts is a very old one—the Poor Relief Act, 1601, better known as the "Act of Elizabeth," the Statute of Distributions, and the Statute of Frauds being perhaps the most important statutes which were at first temporary only; and it has been recognized by the Acts of Parliament (Commencement) Act, 1808 (48 Geo. 3, c. 106), by which, when continuing Bills do not receive the Royal Assent before the Acts to be continued by them expire are directed to be continued from their expiration; and by the House of Commons in the Standing Order, first passed in 1849, which directs that the period of duration of all temporary Bills must be expressed in a single separate clause. As practical instances of the inconvenience of the present system, we may mention that the originally temporary character of the Wine and Beerhouse Act, 1869, was forgotten when the Licensing Bill of 1872 was first introduced; that the Municipal Corporations Act of 1882 contains a schedule of enactments which are to come into force in case the Ballot Act should be allowed to expire, and that it is by the Promissory Notes Act, 1863, a temporary Act which has been annually continued for forty years, that promissory notes (and we think also cheques) for certain small amounts are prevented from being illegal.

We think the best thing we can do towards hastening the desired reform is to pass shortly in review a few selected statutes out of the thirty-five which, together with the amending fifty-six, would be lost to the Statute Book if a further Expiring Laws Continuance Bill should not pass. We will take them in order of date.

Linen Manufactures.—The Linen Manufactures (Ireland) Act, 1835, the earliest Act in the schedule, which has been four times amended, and lastly in 1867 by 30 & 31 Vict. c. 60, is a long and complicated Act "to continue and amend certain regulations for the linen and hempen manufacturers in Ireland," and is directed to the purpose of ensuring the equal cleanness and quality throughout of flax sold in open fair or market. We have no hesitation in saying that this Act, with its amending Acts, ought to be either perpetuated or dropped forthwith.

Poor Rate.—The Poor Rate Exemption Act, 1840, is, next to the Ballot Act, the most important of the temporary Acts. Beyond doubt personal property was rateable under the Act of Elizabeth, which, by words still unrepealed, provides for the "taxation of every inhabitant, parson, vicar, and other, *and* of every occupier" of land, &c. But "either from the difficulty of assessing personal property, or from the still popular principle of throwing all burdens upon land, and therefore upon the landlord, a custom sprung up in many parishes of not assessing this class of property" (Castle on Rating, p. 1). It was not until 1839 that the custom was so expressly held illegal in *Reg.* v. *Lumsdaine* (10 Ad. & E. 157) that the attention of the Legislature was directed by Sir ROBERT PEEL to the sharp conflict between law and custom, with the result that the Act of 1840 was quickly passed, on the ground, amongst others, that every existing rate could be successfully appealed against. The Act, after reciting the effect of *Reg* v. *Lumsdaine*, enacts that (1) it shall be lawful for the overseers of any parish to tax any inhabitant thereof as such inhabitant in respect of his ability derived from the profits of stock in trade or any other property [*sic*] for or towards the relief of the poor, and (2) that from and after the 31st of December, 1841, "this Act and all the provisions hereinbefore contained shall absolutely cease and be of no effect."

Small Promissory Notes.—The Promissory Notes Act, 1863, is so bad in form as to be almost unintelligible, and we wish that space would allow us to print it at length as an argument for its revision. Shortly put, the Act is intended "to remove certain restrictions on the negotiations of promissory notes and bills of exchange under a limited sum," and it repeals 17 Geo. 3, c. 30, and any enactment reviving that Act or prohibiting the negotiation of "any promissory or other note, not being a note payable to bearer on demand, bill of exchange, draft, or undertaking in writing, being negotiable or transferable for the payment of 20s. or above that sum, and less than £5." The Bills of Exchange Act, 1882, repeals 17 Geo. 3, c. 30, but contains no notice of this Promissory Notes Act, 1863, although it is described as an "amending Act" in that part of the schedule to the Expiring Laws Continuance Acts where the Act of 1863 is mentioned. To add to the confusion, the Statute Law Revision Act, 1873, has repealed section 4 of the Bank Note Act, 1826 (7 Geo. 4, c. 6), which penalized the making, &c., of any promissory notes, &c., for 20s. or above that sum and less than £5, but the repeal takes effect only "so long only as the Promissory Notes Act, 1863, continues in force"; and the Statute Law Revision Act, 1892, has repealed 23 & 24 Vict. c. 111, by section 19 of which, notwithstanding any Act of Parliament to the contrary, any person may draw upon his banker any draft or order for the payment to the bearer or to order on demand any sum of money less than 20s.

Militia.—The Militia (Ballot Suspension) Act, 1865, suspends the operation of the Militia Acts, which date from the reign of Charles the Second, but have been temporary since 1830, and have been practically replaced by the Militia (Voluntary Enlistment) Acts of 1875 and 1882, but empowers the King in Council at any time to revive all the old Acts by Order in Council. These Acts, which are separate for England, Ireland, and Scotland, are numerous and complicated, those for England and Wales alone numbering twenty-six of a date prior to 1865, and taking up six pages of the Government Index to the Statutes. The principal Act, that of 1802, recites that "a respectable military force under the command of officers possessing landed property in Great Britain is essential to the constitution, and the militia as by law established, through its constant readiness on short notice for effectual service, has been found of the utmost importance to the internal defence of this realm," and that it was necessary for the better fulfilling the purposes of the constitution of the militia that the numbers thereof to be raised and kept in constant readiness for effectual service within Great Britain should be augmented." The Act elaborately provides for "general and sub-division meetings" of the lieutenancies of counties "upon the last Tuesday before the 10th of October in every year, or earlier if occasion shall require; and an Act of 1860 (23 & 24 Vict. c. 120), after a preamble (omitted from the Revised Statutes) to the effect that an amendment of the law of balloting was expedient, directs that all men between eighteen and thirty (instead of between eighteen and forty-five as had been directed by the Act of 1802) are to be placed on the lists for ballot, and that every balloted man may provide a fit substitute. The exempted persons must be still sought for in section 43 of the Act of 1802, and they comprise peers, clergymen "any poor man who has more than one child born in wedlock," and articled clerks, but not barristers or solicitors, nor (as far as we have been able to discover) judges. The Order in Council which may be issued under the Act of 1865 may alter the procedure for balloting, but apparently not the substance of the law. "All the provisions of the several Acts in force in the United Kingdom relating to the militia shall upon any such order or direction given in pursuance thereof"—so runs section 2—"become and be in full force and be carried into execution at the periods specified in such order or direction . . . as fully as if such periods had been fixed in the Acts relating to the militia."

Sunday Observance.—The Sunday Observance Prosecution Act, 1871, restricts the general power to prosecute offenders against the Sunday Observance Act of 1767 by exercise of their ordinary calling on Sunday—the penalty being five shillings, with confinement in the stocks in default of distress—by enacting that no prosecution may be instituted "except with the consent in writing of the chief officer of police of the police district in which the offence is committed, or with the consent in writing of two justices of the peace or a stipendiary magistrate having jurisdiction in the place where such offence is committed."

Parliamentary and Local Government Elections.—The Ballot Act, 1872, which was not originally intended to be temporary, but became so by vote of the House of Lords, which fixed its duration at seven years on the occasion when many members of that House walked out of it without voting, has been incorporated in the Municipal Corporations Act, 1882; in the Local Government Acts of 1888 and 1894; in the Acts which regulate school board elections, and in the London Government Act, 1899. No amendments appear to be called for, no amending Bill of any consequence has ever been introduced, and but few and unimportant parts of the Act have ever been repealed. The repeals of the Representation of the People Acts are numerous and perplexing, and all the more so because of their temporary character. The secret voting which the Act was the first to enjoin has now become a fixed part of the constitution of the country.

Returning Officers.—The Parliamentary Elections (Returning Officers) Act, 1875, which reverses the law of *Davies* v. *Lord Kensington* (22 W. R. 707), allows a returning officer to require security from a candidate for election expenses; entitles returning officers to reasonable charges, not exceeding the amounts fixed in the schedule (compare with this formula the 86th section of the Railways Clauses Con-

solidation Act, 1845), payable by candidates in equal several shares; provides for the taxation of the accounts of returning officers in county courts; enacts that all claims against returning officers must be sent in within fourteen days after the day of the return (see *Re Essex Election*, 36 W. R. 44), and allows ballot boxes provided for municipal elections to be used at parliamentary elections. The amounts in the schedule were slightly amended by the Parliamentary Elections (Returning Officers) Act, 1885, and it may be mentioned here that all the Corrupt Practices Acts and also the Parliamentary Elections Act, 1868, by which election petitions are triable by judges instead of Parliamentary, are temporary, as well as the Ballot Act and the Returning Officers Acts.

Employers' Liability.—The Employers' Liability Act, 1880, which may be "contracted out of" (*Griffiths* v. *Earl Dudley*, 30 W. R. 797) is mainly concerned with the setting aside of the common law rule of *Priestley* v. *Fowler* (3 M. & W. 1) that a master was not liable to a servant for the negligence of a fellow servant in their common employment; but it also gives railway servants and workmen "to whom the Employers and Workmen Act, 1875, applies" (that is, to all manual labourers not being agricultural or domestic) a right to compensation for injuries caused by defective machinery in cases where the employer has been negligent, limits the amount recoverable, and prescribes the county courts as tribunals. The Act was originally limited to expire in 1887, but has been annually continued since, notwithstanding the passing of the perpetual and far more important Workmen's Compensation Act of 1897, which applies only to specially dangerous employments, and of 1900, which applies to employment in "agriculture," including in that term bee-keeping and other employments not usually spoken of as agricultural. These two Acts run side by side with the Act of 1880 with the qualification that if both Acts apply, the workman may proceed on either at his option, but that if the workman mistakenly proceeds under the Act of 1880, in a case to which either of the Compensation Acts apply also, he does not thereby lose his right to compensation under the Compensation Acts: see "Seven Years' Legislation," tit. "Workmen's Employment," at p. 955.

Local Government.—The Local Government (Elections) Act, 1896, provides (1) that if any difficulty arises as to the election of parish or district councillors or guardians, or as to the first meeting after any ordinary election, *or if from an election not being held, or being defective, or otherwise* these authorities have not been properly constituted, the county council may do anything necessary or expedient for the proper holding of any such election or meeting, or properly constituting such authorities, and (2) that the order by which this is done may consequentially modify the provisions of the Local Government Act, 1894, and the enactments applied by or rules framed under that Act. The Act of 1896, which was one of four amending Acts of that year, and must not be confounded with the nominally perpetual but now spent Local Government (Elections) (No. 2) Act, 1896, mainly follows the provisions of the 80th section of the Local Government Act, 1894, which applied only to the first elections held after the passing of that Act, which has been amended eleven times in all since it was first placed upon the statute book.

The above are the principal temporary Acts. In addition to them may be mentioned by name the Prosecution Expenses Act, 1865, the Ordnance Survey Act, 1841, the Sand Grouse Protection Act, 1888, the Sunday Closing (Ireland) Act, 1878, the Crofters Holdings (Scotland) Act, 1886, and the Welsh Intermediate Education Act, 1889. Most of the temporary Acts are, as "Statutes of Practical Utility," printed in Chitty's Statutes, the Continuing Act (which is rather a long one) being printed in that work under "Act of Parliament."

And now what is to be done? "Our present system," said Mr. BALFOUR in the House of Commons, in his speech on the Second Reading of the Bill of 1902, "of continuing from year to year a large number of statutes which no human being expects or desires to see repealed is by no means a reasonable mode of carrying on public business"; Sir A. ROLLIT described the system as a scandalous mode of effecting legislation; the Attorney-General sympathized heartily with the excellent principles which had been propounded, but saw too great difficulties in carrying them into practice; Mr. MOULTON suggested that the Bill be divided into two classes, one of continuation and the other of continuance; and Mr. BUXTON would have a measure of consolidation. We cannot but think that the difficulties of the position have been much exaggerated. Upon a consideration of the whole ninety-one Acts, we have no hesitation in pronouncing the opinion that it would be best forthwith to perpetuate the vast majority of them, with consolidation, of course, if time can be found for that, but without consolidation if it cannot. The Acts which may reasonably be excepted from this sweeping perpetuation are only four in number, being the Poor Rate Exemption Act, 1840; the Locomotives Act, 1865; the Parliamentary Elections (Returning Officers) Act, 1875; and the Employers' Liability Act, 1880. The Act of 1840 requires consideration in connection with a probable general revision of the law of rating; the Act of 1865 is, looking to the progress of motor cars, hopelessly out of date; the Act of 1875 deals with a subject far too controversial to be dealt with otherwise than by a separate Act: and the Act of 1880 is too much interwoven with the general question of workmen's compensation to be dealt with apart from the Workmen's Compensation Act of 1897. A joint Parliamentary Committee might with advantage have the whole matter referred to it, and if that committee should be unable to settle the matter in some half-dozen sittings we should be very much surprised.

Reviews.

The Education Acts.

THE EDUCATION ACTS, 1870-1902 AND OTHER ACTS RELATING TO EDUCATION. WITH SUMMARY OF THE STATUTORY PROVISIONS AND NOTES. By Sir HUGH OWEN, G.C.B., of the Middle Temple, Barrister-at-Law. AND AN APPENDIX CONTAINING THE SCHOOL SITES ACTS AND ACTS RELATING TO EDUCATION OF CHILDREN, RULES AND REGULATION OF THE BOARD OF EDUCATION AND MEMORANDA ISSUED BY THE BOARD OF EDUCATION ON THE ACT OF 1902, RULES AND REGULATIONS OF THE LOCAL GOVERNMENT BOARD, ORDERS IN COUNCIL, &c. TWENTIETH EDITION. London: Knight & Co.

Seldom, if ever, has a statute required more explanation than the Education Act of 1902. The majority of the members of the "Education Committee" which will have to administer it will not necessarily have had any knowledge whatever of the many other Education Acts which Sir Hugh Owen has now for the twentieth time comprehensively exhibited and exhaustively supplemented with notes up to date, with a much needed "summary of the enactments arranged under a series of headings, which will facilitate a ready reference to the provisions on any particular subject."

The new Act, short as it is—for it contains but twenty-seven sections and four schedules—takes up nearly 120 pages, of which thirteen are occupied by the notes upon the 17th, and perhaps most important, section of the Act, under which "any council having powers under the Act" is bound to establish "an education committee or committees in accordance with a scheme made by the council and approved by the Board of Education." The method of annotation of that and other sections is to print cases such as *London School Board* v. *Duggan* (32 W. R. 768), *Barnacle* v. *Clark* (48 W. R. 336), where (as in nearly 150 instances) cited, at great length, so as to dispense in most cases with any need for reference to reports. This mode of treatment has obvious advantages, but they are more than counterbalanced, in our opinion, by the disadvantage of inability to compare at a glance any one of the chief sections with any other. There should have been, we think, in a separate part of the book, a reprint of the new Act without notes. The Elementary Education Acts are given with the omission of those provisions which, except in the case of London, are repealed from the appointed day (see section 27 (2) of the Act of 1902); the Day School Code of 1902 is printed (we think unfortunately) only in part; and the Provisional "Code of Regulations," recently issued as a Blue Book, is neither printed nor noticed. We have, however, no less than seven of the Circulars so plentifully issued by the Board of Education, including that of the 4th of March (see p. 693), which deals (and, in our opinion, most unsatisfactorily deals) with the "appointed day." Completeness and exhaustiveness up to date, however, continue to be the distinctive features of the work, which Sir Hugh has contrived to compress into 769 pages, as against the 876 of the nineteenth edition.

Good as the book unquestionably is, it is by no means free from grave faults in addition to that of smothering text with notes already referred to. There are no marginal notes, the statutory marginal notes (which—see *Sutton* v. *Sutton* (31 W. R. 370)—have no legal value) are exchanged for headings, which, if found in King's Printers copies, have been judicially considered (see *Reg* v. *Local Government Board*, 31 W. R. 72, per Brett, L.J.) as affecting a question of statutory construction. Short titles are often not given, and we read far too frequently of such monstrosities as "the 33 & 34 Vict. c. 75—2 Ed. 7, c. 42" instead of "the Elementary Education Act, 1870 (33 & 34 Vict. c. 75)," and "the Education Act, 1902 (2 Ed. 7, c. 42)." The School Sites Acts are scarcely annotated at all, nor is attention called to the "reverter" under those Acts of a closed school. Entries of "Chastisement," "Cowper-Temple Clause," "Kenyon-Slaney Clause," "Metric System" are absent from an otherwise fairly good index. But the main lack in the work is that nowhere, as far as we have been able to discover, is there any attempt to solve questions of

construction. Even that raised ever so many years ago by the conflict of *Mellor* v. *Denham* (27 W. R. 505) with *Bury* v. *Cherryholme* (1 Ex. D. 457), and which, from its arising in a criminal matter, could not be decided by a Court of Appeal, is passed over with the remark that it "has occasioned considerable difficulty." And on such far more important questions as whether the managers of "non-provided" schools or the subscribers to such schools are personally liable under section 7 (1) (*d*) of the new Act, or whether the Board of Education is correct in laying down (see p. 675) that it is not necessary that outside members of education committees should retire with the elective authorities appointing them, or whether an "appointed day" for the commencement of the Act may be legally appointed *after* the 26th of March last, or how, if at all, those who are too conscientious to pay education rates can be sent to prison, the writer—who, of all others, might be expected to provide his readers with sound opinions—has, from whatever reason, abstained from doing so.

EDUCATION LAW: INCORPORATING THE EDUCATION ACTS, 1870-1902, AND OTHER ACTS AND SECTIONS OF ACTS RELATING TO PUBLIC EDUCATION. WITH INTRODUCTORY STATEMENTS AND NOTES. By T. A. ORGAN, Barrister-at-Law, and A. A. THOMAS, B.A. Butterworth & Co.; Shaw & Sons.

THE LOCAL AUTHORITIES' AND MANAGERS' AND TEACHERS' GUIDE TO THE EDUCATION ACTS. By H. C. RICHARDS, K.C., M.P., and HENRY LYNN, Barrister-at-Law. Jordan & Sons (Limited).

EVERYBODY'S GUIDE TO THE EDUCATION ACT, 1902. By HARTLEY B. N. MOTHERSOLE, Barrister-at-Law. Hadden, Best, & Co.

Messrs. Organ and Thomas have produced a very complete work on the Education Act, 1902. To that Act is given the prominence which its importance demands, and the annotations to it will be found distinctly useful; but the book includes also the previous Acts relating to elementary education and technical instruction, the Reformatory and Industrial Schools Acts, the School Sites Acts, and numerous enactments bearing on the subject of education, such as those dealing with child labour, school attendance, and the superannuation of teachers, the repeals and amendments being carefully noted. In addition to the annotated texts of the Acts, there are chapters containing carefully-written statements of the law on each subject. The index is fairly complete, and the general get-up and arrangement of the book are excellent.

Messrs. Richards and Lynn's book, though hardly so complete as that of Messrs. Organ and Thomas, is a useful contribution to the long list of recent text-books on education law. It contains an interesting historical introduction, and in addition to the text of the Act of 1902 and the prior Acts, there is a collection of the official circulars issued by the Board of Education.

Mr. Mothersole's book is not of so ambitious a character as those noticed above. It contains, however, a well-written introduction explaining the present state of the law, and the notes to the Act of 1902 are full and accurate. The appendices of official memoranda will be found useful, and the index has been compiled with evident care. The book should be popular amongst those concerned with the administration of the new Act.

Comparison of English and Scotch Law.

COMPARATIVE PRINCIPLES OF THE LAWS OF ENGLAND AND SCOTLAND. COURTS AND PROCEDURE. By J. W. BRODIE-INNES, B.A., LL.M., Barrister-at-Law. William Green & Sons; Stevens & Sons (Limited).

It would be difficult to over-estimate the utility of this book whenever any matter involving the difference between English and Scotch law is in question, or the industry and ability which have gone to its preparation. The author's first intention—so the preface informs us—was to bring out a new edition of Paterson's Compendium, but for practical reasons this was abandoned, and instead he undertook the writing of the work of which the first portion is before us. In the plan of such a work it is, of course, necessary to consider how far detailed information is to be given. It obviously cannot profess to be a full exposition of all differences of the law in each country. "It would be," says Mr. Brodie-Innes, "manifestly impossible as well as useless to attempt to write a work which should enable an English practitioner successfully to conduct an action in the Scottish courts, and *vice versâ*; my aim has been merely to enable him to give preliminary advice to a client whose interests involve the law of the other country, to understand what his rights are, and how they can be enforced according to the system of that country, and to give intelligible instructions for such enforcement." And certainly Mr. Brodie-Innes has acted fully up to the plan which he thus puts before himself. As a general rule substantive law comes first, and the law of procedure follows, but he has found it necessary, upon practical grounds, to reverse this order, and the present volume gives a careful survey of the English and Scotch courts and of their peculiarities of procedure. It is interesting to notice how some parts of English procedure are unknown in Scotland, and how in matters essentially alike confusion may arise from difference of nomenclature. Thus the procedure in judges' chambers, which is so useful here, is unknown in Scotland, and instead of our system of referring an administration action to a master for accounts and inquiries, the Scotch courts remit special matters to an accountant, or to some other expert, such as a surveyor, to report on facts. The Scotch courts also have not yet adopted the convenient practice of marking causes "short" and giving them a speedy hearing. An interesting description is given of the differences between a writ in each country—or rather between a writ in England and a summons in Scotland, where "writ" is used for title deeds and other written instruments—and though, in general, Mr. Brodie-Innes does not use parallel columns to contrast the two systems of law, he does this in a very convenient manner in regard to periods of limitation of the time for bringing actions. The volume, as a whole, is an extremely interesting and full comparison of English and Scotch procedure.

Copyright

THE LAW OF COPYRIGHT. By THOMAS EDWARD SCRUTTON, M.A., LL.B., K.C. FOURTH EDITION. William Clowes & Sons (Limited).

The early struggles over copyright, of which Mr. Scrutton gives an account in his first chapter, form one of the most interesting episodes in the history of the law. The giving of statutory protection by 8 Anne, c. 19, for the limited period of twenty-one years only served to emphasize the dispute whether there was not in addition an unlimited right at common law. At first the existence of such a right was affirmed in *Millar* v. *Taylor* (4 Burr. 2303), but it was finally rejected by the House of Lords in *Donaldson* v. *Beckett* (Brown's Parl. Cas. 129), Lord Camden being indignant at the idea of pecuniary gain arising from literature, and insisting that the real price of an author's work was immortality. "Possibly," Mr. Scrutton remarks, "if applied to the remuneration of Lord Camden's own intellectual labour, his lordship might have considered immortality an unrealizable commodity for the wants of daily life." However, the judgment illustrates the difficulties with which authors have had to contend in winning recognition of their right to live by their work. The subsequent chapters of the book explain the present statutory protection afforded in the various matters as to which copyright exists—literary, dramatic, musical, and artistic—and the practitioner will find the statutory provisions, and the decisions bearing upon them, conveniently presented. The publication of the edition, Mr. Scrutton says in his preface, has been delayed in the hope that Parliament might undertake a systematic revision of the Copyright Laws, but in spite of efforts to this end, all that has been accomplished is the passing of the Musical (Summary Proceedings) Copyright Act, 1902, an Act passed in a hurry to meet—though not very satisfactorily—an obvious injustice. With *Walter* v. *Lane* (1900, A. C. 539), the most important recent copyright case, Mr. Scrutton is not in sympathy, but, as he says, it is idle to discuss whether decisions of the House of Lords are right. Indeed with the substantial justice of the result there seems no reason to quarrel. The book is a very useful presentment of the law of copyright.

Ruling Cases.

RULING CASES. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law; Assisted by other Members of the Bar. WITH AMERICAN NOTES by IRVING BROWNE and LEONARD A. JONES. VOL. XXVI.: INDEX AND TABLE OF CASES. Prepared by EDWARD MANSON, of London; Revised by JOHN M. GOULD, of Boston, Mass. Stevens & Sons (Limited).

This volume is the completion of the series of Ruling Cases which has been issued by Messrs. Stevens & Sons (Limited) under the editorship of Mr. Campbell, and which gives an extremely valuable collection of leading authorities, including many of recent date, upon all branches of the law. The collection, however, notwithstanding its alphabetical arrangement and careful system of cross-references, required, for its full utility to be attained, a general index, and this has now been provided. There is a consolidated Table of Cases referred to in all the twenty-five volumes of the series, those which are selected as ruling cases being distinguished by heavier type, and also a subject-matter index to the contents of the volumes. The series of Ruling Cases should rank as one of the most useful adjuncts of a lawyer's library.

Books Received.

The English Reports. Vol. XXVI.: Chancery VI., containing Atkyns, Vols. 1-3. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Report of the Twenty-fifth Annual Meeting of the American Bar Association, held at Saratoga Springs, New York, August 27, 28, and 29, 1902. Philadelphia: Dando Printing and Publishing Co.

Employers' Liability to their Servants at Common Law and under the Employers' Liability Act, 1880, and the Workmen's Compensation Acts, 1897 and 1900. By C. Y. C. DAWBARN, M.A., Barrister-at-Law. Second Edition. Price 10s. 6d. Sweet & Maxwell (Limited).

American Law Review. March—April, 1903. Editors: SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

Correspondence.

Trustees and Ground-rents.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have recently been assured by a friend of great experience in real property that many solicitors have advised their clients that freehold ground-rents are a permissible investment for trustees under the Trustee Act, 1893. Section 1 (*b*) of the Act empowers trustees to advance money on "real or heritable securities in Great Britain or Ireland," and I have always read this as meaning on mortgage of real property only, and have so advised trustees. As, however, many solicitors and other persons (house agents in particular) appear to think otherwise, it seems most desirable that attention should be called to the point in your columns, for, if all investments by trustees in freehold ground-rents or other freehold property, in the absence of any special power, are *ultra vires*, it follows that the trustees, or their solicitors, are responsible for any loss on realization.

In the case of a mortgage of leaseholds or other property not authorized by the Act, the trustee may escape liability if the security proves good for the advance, but an unauthorized purchase places the trustee in the painful position of having to meet whatever loss occurs on realization. The recent inflated prices of ground-rents would lead one to expect that forced sales in bad times would shew a considerable depreciation. Indeed, the position of trustees who have purchased freehold ground-rents, as they think, within their powers under the Trustee Act, is not an enviable one.

The word "security" must have its ordinary and natural meaning of something that secures a payment of money; otherwise the framers of the Act would have used the common and obvious words "freehold hereditaments." The learned Mr. Stroud, in his invaluable Judicial Dictionary, states that a security is anything that makes the money more sure in its payment, or more readily recoverable.

I am told that it is contended that ground-rents are incorporeal hereditaments, and consequently are securities for payment of the money invested in them, but surely a freehold house subject to a long lease is a corporeal hereditament if ever there was one, and the investment of money by purchasing it cannot by any stretch of ingenuity be held to be an investment of money on security. The capital invested is not secured; the only thing secured is the rent, because, if not paid, the lessor can eject, and receive the rack-rents.

Section 5 (1) of the Act throws some light on the meaning of the words "real securities" by stating that a trustee having power to invest in them may invest on mortgage of certain long leaseholds at a rent of 1s. or less.

It is to be noted, too, that in the other sub-sections of section 1, the words are "*in* any of the Parliamentary Stocks," "*in* India Three-and-a-half," &c., while sub-section (*b*) reads "*on* real or heritable securities." But section 5 (1) above referred to has the words "*in* real securities."

It is unfortunate that in sub-sections (*a*) and (*e*) the word "securities" is used in another sense altogether in authorizing investments "in government securities," &c., or "in any securities the interest of which is for the time being guaranteed by Parliament." The word is here used as a synonym for stocks, funds, shares, &c., which seems a wrong use. It has a secondary meaning of bonds, certificates, or evidences of title, but a man does not invest in certificates and evidences of title.

On the whole, there seems no doubt whatever that the Act does not authorize a purchase of freeholds in any form, and this is the generally accepted reading in the profession. It would be interesting to know the views of those solicitors who do not accept it.

April 14. CAUTELA.

[See observations under "Current Topics."—ED. *S.J.*]

Longevity in the Legal Profession.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your obituary notice *re* the late Mr. Joseph Lucas, stated to have been admitted a solicitor seventy years ago (though not recently certificated), revives the old, old subject in which I have often taken part.

It has been more than once mentioned that when I was admitted (some forty years ago) I was acquainted with a provincial solicitor who had then taken out his seventieth certificate. But a more remarkable instance afterwards occurred in the case of the late Mr. Thomas Dawes, who was admitted in 1795, and whose name remained in the Law List till 1871, he having been a practising solicitor for seventy-six years! This is, I think, the highest record.

There is still one member of my branch of the profession, Mr. Emmerson, of Sandwich (to whom previous reference has been made), who appears in the current Law List with his seventieth certificate.

As to barristers, I notice that the name of Mr. F. C. Belfour again figures in the 1902 counsel list as called in 1833, but whether there is any actual evidence that this gentleman is in existence, I am not sufficiently acquainted with the bar regulations to say. I am under the impression that there are no reliable means of verification, but perhaps some of your readers may be better able to speak to this?

FRANCIS K. MUNTON.

Montpelier House, Twickenham, April 11.

Result of Appeals.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As your journal is noted for the accuracy of its reports, I think you may like to correct an error that appears on p. 404 of your last issue under the heading "Result of Appeals." In the Interlocutory List the appeal in *Austwick* v. *Alexander* was allowed, costs to be costs in the action. The appeal was *not* allowed with costs. The action has since been tried and judgment given for me *with costs*.

HARWOOD H. AUSTWICK.

9, Fleet-street, London, E.C., April 9.

Points to be Noted.

Conveyancing.

Lease—Power for Lessee to Determine the Lease.—Where a lease is determined either by re-entry by the lessor, or by the exercise by the lessee of an option to determine it, such determination does not destroy the right of action of the lessor in respect of prior breaches of covenant. In general, of course, words are introduced which are expressly designed to prevent such a result. Thus the proviso for re-entry stipulates that the determination of the lease shall be without prejudice to any accrued right of action of the lessor; and in the proviso for cesser of the term the lessee's option is made to depend upon his having performed all the covenants up to the date when he exercises it. It was decided, however, in *Hartshorne* v. *Watson* (4 Bing. N. C. 178) that no express words were required for this purpose in the proviso for re-entry, and and though the lessor was to re-enter and hold the premises "as if the indenture had never been made," yet he could still sue for rent previously accrued due. And similarly, it has now been held that, although an option for the lessee to determine the lease is absolute in form, and the indenture of lease is, upon the exercise of the option, to "cease and determine and be void," yet the lessor is entitled to sue the lessee for a breach of the covenant to repair.—BLORE *v.* GIULINI (Wright J., Jan. 16) (51 W. R. 336; 1903, 1 K. B. 356).

Lease—Covenant for Quiet Enjoyment.—A lease of premises granted in 1897 contained a covenant by the lessor for quiet enjoyment in the usual limited form—guaranteeing that is, the lessee against disturbance by the lessor or any person lawfully claiming from or under him. The lessor in 1898 assigned the reversion to a company, and in 1900 the company acquired premises adjoining the demised premises under a distinct title. The company erected buildings on these adjoining premises which, it was alleged, resulted in an interference with the enjoyment of the demised property. It was held that there had been, under the circumstances, no disturbance by anyone claiming under the original lessor, and hence no action on the covenant would lie.—DAVIS *v.* TOWN PROPERTIES INVESTMENT CORPORATION (C.A., March 20, affirming decision of Byrne, J., noted *ante*, p. 28) (*ante*, p. 383).

Professor Martens, has, says the *Times*, retired from the chair of international law which he has occupied for thirty years at the University of St. Petersburg. He is succeeded by one of his former pupils, Baron Taube, of the Foreign Office, who is well known as a writer on the history of international law.

Cases of Last Sittings.

Court of Appeal.

BADISCHE ANILIN UND SODA FABRIK v. CHEMISCHE FABRIK VORMALS SANDOZ. No. 2. 1st April.

PRACTICE—SERVICE OUT OF JURISDICTION—PRIMÂ FACIE CASE—INFORMATION AND BELIEF—PATENT—INFRINGEMENT—MAKE, USE, AND VEND.

This was an appeal against the decision of Joyce, J. (reported *ante*, p. 354). The object of the action was to restrain the defendants from infringing a patent belonging to the plaintiffs, under which they manufactured an aniline dye. The plaintiffs had obtained an order giving them leave to issue a writ and serve notice of it upon the defendants, who carry on business at Basle, out of the jurisdiction. The defendants applied to Joyce, J., to discharge that order, on the ground that they had done nothing within the jurisdiction of this court which constituted an infringement of the plaintiffs' patent. The plaintiffs' patent gave them the sole and exclusive right to "make, use, exercise, and vend" the invention within the United Kingdom. The defendants had through their travellers solicited orders for dyes made according to the plaintiffs' patent from dealers (but not consumers) in this country, those orders, if accepted by the defendants, being executed by delivery to agents of the purchasers at Basle, and the question was whether this amounted to an infringement of the plaintiffs' patent. Joyce, J., would not decide that there had been an infringement of the plaintiffs' patent. The defendants admitted that they obtained orders from dealers in this country for delivery abroad. His lordship was inclined to think that that was part of the process of "vending," and he was not sure that it was not "using or exercising" the invention. He declined to stop the action, and he refused the application. The defendants appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—I am of opinion that we ought not to interfere with the order of Joyce, J. It seems to me that the facts in this case are not weaker than the facts in the case of the *Badische Anilin Fabrik* v. *Thompson*, which was before this court in June, 1902, and in which service out of the jurisdiction was allowed. The plaintiffs have begun by establishing a *primâ facie* case. It is said that this case is based on information or belief, but it is impossible to get other evidence at this stage, and, indeed, the rules expressly allow such affidavits. In my opinion the plaintiffs' affidavits shew a *primâ facie* case of infringement of their patent by user of the invention in this country. The Legislature has not imposed on the court the duty of trying cases before allowing service of notice of the writ out of the jurisdiction. If there is *primâ facie* evidence based on information and belief to shew that there has been such a breach within the jurisdiction as lets in the special jurisdiction of the court over foreigners under the rules, the court is not called upon to try the case before allowing service of notice of the writ out of the jurisdiction. The court is not now in a position to decide finally upon the facts, and it would not be fair to interpose the trial of the action before bringing the parties before the court. It seems to me that sufficient is proved here to raise the question whether what the defendants are alleged to have done is an infringement of the patent. I am not called on now to decide that question either as a matter of law or as a matter of fact, and I desire to reserve my opinion upon this. In these circumstances I am not prepared to say that a cause of action may not have arisen in this country or to hold that the learned judge was wrong in making the order that he did make. The appeal must be dismissed.

ROMER, L.J.—In the case of the *Badische Anilin Fabrik* v. *Thompson* I expressed great doubt, and I feel great doubt in the present case, but I do not think we ought to differ from the learned judge. The way the matter stands is this. The plaintiffs have put in affidavits to the effect that they have received information that the defendants are infringing their patent, and their solicitor swears that in his belief they have a good cause of action. The defendants in their turn have filed affidavits in which they have made a detailed statement as to what exactly they have done, and then they say that on those statements it is plain that there has been no infringement. If the plaintiffs admitted that the only facts which they were seeking to establish were the facts admitted by the defendants, and both parties consented, I should be prepared to try the action on this motion, though that is not a convenient course. But that is not the case. The plaintiffs do not admit that the defendants' statement sets out all the facts that they can establish against them. Upon the evidence I think the plaintiffs have shewn a sufficient *primâ facie* case of infringement. Whether they ultimately succeed will depend upon the evidence at the trial, but they have shewn enough to justify the court in saying that this case must go for trial.

COZENS-HARDY, L.J.—If I had to approach this case unhampered by previous authority I should be disposed to agree with the appellants. It is clear that affidavit evidence is admissible. It seems to me that the court is bound to look into the affidavits and see to some extent what is the real matter at issue between the parties. In the present case I should have thought it was the duty of the plaintiffs to have condescended to particulars in their affidavits in a way they have not done, and not to have relied upon the affidavit of their solicitor, which is sworn in general terms. But after the case of *Badische Anilin Fabrik* v. *Thompson* I am not prepared to dissent from the views which have been expressed by the Master of the Rolls and ROMER, L.J.—COUNSEL, *Asquith*, K.C., and *Colefax*; *Moulton*, K.C., *Cripps*, K.C., and *Graham*. SOLICITORS, *G. B. Ellis*; *J. & J. Y. Johnson*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **EARL HOWE'S SETTLED ESTATES.** No. 2. 1st April.

ESTATE DUTY—TENANT FOR LIFE—PAYMENT BY INSTALMENTS—INTEREST UPON UNPAID DUTY—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 9 (5).

This was an appeal from a decision of Buckley, J. (*ante*, p. 385), raising a question of some importance under the Finance Act, 1894—namely, whether a tenant for life who is liable for the payment of estate duty and interest thereon has power to raise out of the settled estate, not only the amount of the duty itself, but also the interest thereon, or whether he must himself bear the interest. The third Earl Howe died on the 25th of September, 1900; and thereupon certain estates, settled by a deed of 1883, and under which the late earl was tenant for life, devolved upon the plaintiff, the fourth Earl Howe, as the present tenant for life, the next tenant for life being Viscount Curzon, an infant, with remainders over. The plaintiff elected (as the Finance Act entitled him to do) to pay the estate duty, £50,163 2s. 3d., by eight annual instalments of £6,270 7s. 9d. each. The first instalment was paid on the 25th of September, 1901, no interest being payable under the Act on that instalment. The second instalment fell due on the 25th of September, 1902, and the Commissioners of Inland Revenue applied to the plaintiff for payment of the same, with interest, £1,316 15s. 8d., for one year from the 25th of September, 1901, at 3 per cent. on the whole of the unpaid duty. The question raised by originating summons was whether, under section 9, sub-section 5, of the Act, the plaintiff was entitled to raise by sale on mortgage of or charge on the settled estates the interest payable with the instalments as they fell due. Buckley, J., held, on the general principle that *primâ facie* a tenant for life whose income was increased by postponement of the payment of duty ought to bear the interest as the price of the postponement, that the plaintiff must himself pay the interest and was not entitled to raise it out of the inheritance. Sub-section 5 of section 9 of this Act is in these terms: "A person authorized or required to pay the estate duty in respect of any property shall, for the purpose of paying the duty, or raising the amount of duty when already paid, have power, whether the property is or is not vested in him, to raise the amount of such duty and any interest and expenses properly paid or incurred by him in respect thereof by the sale or mortgage of or a terminal charge on the property or any part thereof." The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—This is an appeal from a decision of Byrne, J. The appellants say that they will be satisfied with nothing short of a declaration that a tenant for life has, under section 9, sub-section 5, of the Finance Act, 1894, the right to charge the inheritance with interest upon the sum payable as estate duty under the Act. I am not prepared to go that length. I think the judgment of Buckley, J., was right. When sub-section 5 is read, it seems to me that the appellants' contention leaves out the most crucial part of it. No doubt the Act does allow the person who has to pay the estate duty to pay it by instalments, and the tenant for life has elected here to pay it by instalments. The particular point that now arises is whether, having power to raise the duty by a charge upon the inheritance, he has power also to charge on the inheritance the interest which is payable on the duty by reason of the fact that the duty is payable by instalments. That depends upon the construction of sub-section 5. [His lordship read the sub-section, and continued:] It has not been disputed that a duty lies upon the tenant for life to keep down interest on charges. Now, starting with that obligation resting upon the tenant for life, is there any power under the sub-section to raise interest as well as instalments? The right conferred on him by the sub-section is to raise "any interest or expenses properly paid or incurred by him" in respect of the duty. Unless, therefore, the person who says that he is entitled to raise this money can aver that the interest or expenses in question have been properly paid or incurred by him, he is not entitled to the benefit of the sub-section. Now, in view of the fact that the tenant for life has no power, as between himself and the estate, to charge the inheritance with interest, how can it be said that this interest is properly incurred when it is actually incurred by reason of the fact that he has not done what he ought to have done—that is, paid the money himself. It may be that the numerous persons who may be called upon to pay duty under the Finance Act stand in a different position, but when you come to the case of a tenant for life it is impossible for the court to dismiss from its mind his position and to make the declaration that he has this right as a positive proposition. It is said that insurance companies will now advance money to pay off the duty merely on proof of the sum due, and that it will cause inconvenience if they have to inquire whether the sum is properly payable. It seems to me that to admit this argument would be to negative the provision of the Act that interest or expenses must be properly incurred, and to shut our eyes to the fact that the obligation to pay interest is on the tenant for life. The obligation to make out a case for charging the inheritance with interest lies upon the tenant for life. There may be special circumstances in the present case, although they have not been brought before the court, for allowing the interest to be so charged; but certainly it is impossible for the court to make a declaration such as is now asked for—that the tenant for life has an unqualified power to raise these instalments of duty by a charge. I do mean to say that there might not be cases in which the court would hold that in special circumstances interest had been properly incurred by the tenant for life; but no such special circumstances have been brought to the knowledge of the court in the present case, and I agree with the reasoning of Buckley, J., and I am of the opinion that the conclusion at which the learned judge has arrived is right. The appeal must be dismissed.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *R. J. Parker* and *Northcote*; *Ashworth James*; *Kenyon Parker*. SOLICITORS, *Trower, Still, Fr.eling, & Parker*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

JARED v. CLEMENTS. No. 2. 4th and 5th Feb.

VENDOR AND PURCHASER—EQUITABLE MORTGAGE—NOTICE—FORGED RECEIPT—LEGAL ESTATE—TITLE DEEDS.

This was an appeal from a decision of Byrne, J. (reported 50 W. R. 611; 1902, 2 Ch. 399). In January, 1897, Joseph Taylor purchased two leasehold houses, Charles Parr acting as his solicitor in the matter. Taylor required £450 to enable him to complete the purchase, and, at the request of Parr, the plaintiff, who was also a client of Parr, advanced the £450. The purchase was completed, and the houses were assigned to Taylor. On the 15th of January, 1897, Taylor deposited the title deeds with the plaintiff, and signed a memorandum of deposit in his favour, charging the houses comprised in the deed by way of equitable mortgage with the repayment to the plaintiff of the £450, with interest at 5 per cent. The title deeds remained in the custody of Parr as the plaintiff's solicitor. In July, 1899, Taylor agreed to sell the two houses for £630 to the defendant, Parr again acting as Taylor's solicitor. The abstract of title delivered to the defendant did not disclose the equitable mortgage; but, in making searches for another purpose, the purchaser's solicitors discovered the existence of the mortgage, and they required that it should be discharged. Parr replied that he should be prepared on the completion of the purchase to hand over the memorandum of deposit, with a receipt for the mortgage money endorsed on it. The purchaser's solicitors were satisfied with this reply, and, on the 10th of August, 1899, the purchase was completed. An assignment of the property by Taylor to the defendant was executed; and, at the same time, the memorandum of deposit, with a receipt, apparently signed by the plaintiff, for all moneys due on the security, was handed to the defendant's solicitor, together with all the title deeds relating to the property, the whole of the purchase-money being received by Parr. In fact the signature to the receipt was not that of the plaintiff, but was forged by Parr, the plaintiff knowing nothing about it. Interest on the £450 was regularly paid to the plaintiff by Parr until 1901, when Parr absconded, and the fraud was discovered. The plaintiff then brought this action to establish the priority of his charge against the defendant. On the evidence the learned judge came to the conclusion that the plaintiff had not been guilty of any negligence or misconduct in allowing the title deeds to remain in the custody of his solicitors. And the learned judge held that the plaintiff was entitled to maintain his security against the defendant. The defendant appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—The question is one between an equitable mortgagee who has not been paid and the purchaser of the property charged. This is not a case of constructive notice. The purchaser's solicitor here had notice of an existing equitable mortgage. It is said that though he had that notice he had also notice that it had been paid off, and therefore, unless he was unreasonably negligent in ascertaining that it had been paid off, the legal estate must prevail. The learned judge has found that all reasonable diligence was employed, but the fact remains that the purchaser had notice of the existence of an equitable security; and it seems to me that if having notice he chooses to complete the purchase without ascertaining for himself that that charge had been paid off he does so at his own risk. The result is that he has taken the legal estate subject to the prior equitable obligation. The appeal therefore fails and must be dismissed with costs.

ROMER, L.J.—I agree. This is not one of the cases in which the question is whether a legal mortgagee is or is not entitled to set up his legal estate as against an equitable mortgage on the ground of some fraud or negligence on the part of the legal mortgagee. The question here is simply one of title and conveyance. What is the position of the purchaser who knows of an outstanding equitable charge? He knows that he cannot get from the vendor a title except subject to the outstanding equitable interest unless that equitable interest is got in or destroyed, and that if he completes without its being got in or destroyed, he can only take subject to that outstanding equitable interest. In order to get a good title it was incumbent on the purchaser to see that this outstanding interest had been got in or destroyed. That might be done by his asking that the equitable mortgagee should join in the conveyance; or he might go to the mortgagee and ask him how matters stood; or he might do what he actually has done—ask the vendor to get in the equitable estate. If he chooses to leave it to the vendor to get the equitable interest in, or to see that it is destroyed, and the vendor does not do so, all I can say is that the purchaser, having left it to the vendor to do that which the vendor has not done, must suffer for it. Here the purchaser knew of the equitable interest but did not get it in, and therefore he took the property subject to the equitable interest, unless he can prove that he got it in or that the owner of the interest has lost his right. That he has not proved. The appeal therefore fails.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, *Bowden*, K.C., and *Cozens-Hardy*; *Norton*, K.C., and *Methold*. SOLICITORS, *Shepheards & Walters*; *Watson Dyer & Ryden*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

***Re* PILLING.** *Ex parte* **THE BOARD OF TRADE.** No. 2. 3rd April.

BANKRUPTCY—RECEIVING ORDER—SCHEME OF ARRANGEMENT—RELEASE OF DEBTS BY MAJORITY OF CREDITORS ON CONDITION OF COURT'S APPROVAL OF SCHEME—APPROVAL OF SCHEME—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 3.

This was an appeal from a decision of Mr. Registrar Brougham. The facts were as follows: On the 7th of September, 1898, a receiving order was made against J. R. Pilling. Subsequently the debtor applied for the approval of a composition of 7s. 6d. in the £, payable to those of his creditors who had not released their claims against the estate. At the date of the receiving order the claims against the estate, after various deductions had been made, amounted to £76,071. Of this amount, creditors for £55,979 chose to rely on their securities. With regard to the balance of £20,692 creditors for £13,389 had executed releases, each of which releases contained a proviso that the release should have no force or operation unless the composition obtained the sanction of the court. The registrar came to the conclusion that the composition ought to be approved, and he accordingly ordered the receiving order to be discharged. The Board of Trade appealed. It was argued on behalf of the Board of Trade that when a debtor procured the withdrawal of the majority of his creditors by some private arrangement a subsequent scheme of composition with the remaining creditors was not a scheme which should be sanctioned by the court. The whole object of section 3 of the Bankruptcy Act, 1890, was to provide for a settlement of the debtor's affairs under the control of the court. On behalf of the debtor it was urged that the official receiver had, in accordance with the general practice, questioned not only the debtor but also the persons giving the releases, in order to see whether it was a proper sort of arrangement.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R.—This is an appeal by the Board of Trade from a decision of Mr. Registrar Brougham approving a certain scheme of arrangement tendered by a debtor. The point taken by the Crown is that, on the face of the scheme so tendered, they are left in entire ignorance as to the releases made by a large proportion of the creditors, releases which, be it observed, were brought about by the debtor himself. The terms of the releases are important. First, there is a recital that the release is only part of the scheme, then comes the release itself, and then the proviso that the release is not to take effect except on the approval of the scheme by the court. The release is thus not an absolute release, since the whole of the releasing creditors expressly reserve their right in the event of the scheme not being carried out. The case may be tested in this way. Can the debtor be allowed to put himself in a better position by keeping back from the official receiver the fact that the consent of certain creditors had been given to the scheme than if he had at the outset informed him of the scheme as a whole? In my opinion he cannot be so allowed. It is said that the Divisional Court in *Re Baines* (86 L. T. 691) decided the contrary on the authority of *Re E. A. B.* (1902, 1 K. B. 457). With all deference they misapprehended the effect of that decision. There certain creditors had arranged to release their debts, but without the knowledge or privity of the debtor. They had absolutely released their debts. The only creditors left were the creditors whose debts had not been released. Had the arrangement been brought about by the debtor himself the decision of the court would have been different. The result is that, these being only provisional releases, the debts of the creditors who have given them remain subject to proof. The scheme is not on the face of it a compliance with the provisions of the section. I am therefore of opinion that the appeal must be allowed.

ROMER, L.J.—I am of the same opinion. Seeing that the case of *Re E. A. B.* has been misunderstood, I think it necessary to add a few further points. Now *Re E. A. B.* decided two points. First, it decided that when you find a release of debts brought about by arrangements to which the debtor was neither party nor privy, he is not to be prevented from making a composition merely because of those arrangements. Secondly, it decided that debts properly released between the date of the receiving order and the scheme of composition need not be regarded in considering that scheme. I do not think it necessarily fatal to a scheme of composition that the debtor might have been aware of the releases. The circumstances might be such, the release might be obtained under such conditions, as would not reflect on the debtor and might be fairly disregarded. But if you find a debtor going about obtaining releases under terms or unexplained terms, and then settling a composition with the minority of his creditors, then I say that the court will not sanction a composition on the assumption that the releases were brought about without bargaining by the debtor. The court ought, in my opinion, to refuse to accede, especially if the releases are conditional on the approval of the scheme by the court. It appears from the form of the releases that they were part of the scheme of composition. It is not sufficient for the debtor by himself to carry out part of the scheme, and then to come to the court to get its sanction as to the balance of the scheme. The scheme ought to have been brought before the court as a whole.

COZENS-HARDY, L.J.—I agree. It is not necessary to hold that an absolute independent release of a debt is a fatal objection to a scheme of composition. But it is clear from the forms of these particular releases that they were not unconditional releases. The debtor was anxious to make a composition with all his creditors. This being so, the court ought to have had all the terms and arrangements of that composition brought before it.—COUNSEL, *Sir R. B. Finlay*, A.G., and *Muir Mackenzie*; *Herbert Reed*, K.C., and *P. M. Francke*. SOLICITORS, *The Solicitor to the Board of Trade*; *Emanuel, Round, & Nathan*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

CARR v. HENRY AND ANOTHER No. 2. 7th April.

CONVICT—ADMINISTRATOR OF CONVICT'S PROPERTY—POWER OF SALE—ACTION BY CONVICT AGAINST ADMINISTRATOR—COSTS—FELONY ACT, 1870 (33 & 34 VICT. c. 23), ss. 12, 17, 20.

This was an appeal from a decision of Buckley, J. (reported 51 W. R. 166). The facts were as follows: On the 25th of July, 1895, Carr, the plaintiff in this action, had been convicted of felony, and sentenced to six years' penal servitude. Sir Robert Anderson was

appointed his administrator under the provisions of the Felony Act, 1870, and, as such, took possession of his property. This property consisted, amongst other things, of certain jewellery and other personal property, some shares in the Louisville and Nashville Railway, and certain bonds. During the course of the administration all the property was sold with the exception of four foreign bonds now alleged to be worthless. The sale of the Louisville and Nashville shares had been conducted by a subordinate official, who subsequently turned out to be a dishonest person. Instead of going to a stockbroker, this official negotiated their sale through a money-changer. The sale of the jewellery was made under a course of practice universally followed at Scotland-yard, property of this sort of comparatively small value being sold without special directions given in respect of it. In July, 1901, the plaintiff brought this action against Sir Robert Anderson, the late, and Mr. Henry, the present, assistant commissioner of the Criminal Investigation Department, asking for an account of his property which had come into their hands, for delivery up of what might be found due to him, and for damages for wrongful conversion of his property. Buckley, J., held that, the defendant having exercised a discretion in the sale of the property, and his conduct having been otherwise *bonâ fide*, he consequently was entitled to rely on the Felony Act, 1870. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY L.JJ.) dismissed the appeal without calling on counsel for the defendants.

COLLINS, M.R.—I am of opinion that the decision of Buckley, J., was perfectly right. The learned judge has had the opportunity of seeing and hearing Sir R. Anderson, and has come to the conclusion that he acted *bonâ fide*. He has carefully considered the allegations made and the distinction urged in the case of the jewellery, and has found that the sale of those articles having been in accordance with a well-established practice, the fact that Sir R. Anderson did not interfere with that practice does not affect him with liability. The mere fact that he did not interfere with the practice does not, in my opinion, shew that he exercised no discretion. Nor is such a sale unreasonable. *Primâ facie* it is the proper course to be taken in such cases.

ROMER, L.J.—I agree. I will only add a few words as to the jewellery. I am satisfied that Sir R. Anderson knew of the sale, and exercised a certain amount of discretion in not interfering. It is alleged that there is a practice at Scotland-yard under which a convict's property is sold without having regard to whether a sale is advisable or not. All I can say is that, if there be such a practice, the sooner it is departed from the better, and if an administrator failed to exercise any discretion in such a sale, and caused someone else in the office to effect such a sale to the loss of the convict's estate, that administrator would probably find himself affected with liability for it if the matter came before this court.

COZENS-HARDY, L.J.—Under the Act an administrator is bound to exercise some discretion on the sale of a convict's property. If he does so exercise it, the sale is binding and cannot afterwards be impeached by the convict. To my mind it is perfectly plain that Sir R. Anderson did authorize the sale, and exercised his discretion *bonâ fide*. The appeal must therefore be dismissed.—COUNSEL, *Astbury*, K.C., and *M. R. Emanuel*; *Birrell*, K.C., and *T. T. Methold*. SOLICITORS, *Emanuel, Round, & Nathan*; *Wontner & Sons*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

HONYWOOD *v.* **HONYWOOD.** Byrne, J. 2nd April.

WILL—REAL ESTATE—CONSTRUCTION—GIFTS IN SUCCESSION—LIFE ESTATES AND ESTATES TAIL—GIFT TO A CLASS.

This was a petition in which a declaration was asked as to the effect of certain real property limitations created under the will of W. P. Honywood bearing date the 18th of February, 1859. The clause in question was as follows: "I devise all my real estate to my godson, P. C. Honywood, for his life, with remainder to his first and other sons successively in tail, with remainder to the eldest and every other son of the said Sir C. Honywood for life, with remainder to the first and other sons of such sons of Sir C. Honywood in tail, with remainder to my own right heirs." The testator gave certain household furniture to his wife during her life and widowhood, and, subject thereto, he directed "the same should go and be held as heirlooms for the benefit of the person who for the time being should be the tenant for life or in remainder of his estates." The testator died on the 20th of February, 1859. P. C. Honywood was the second son of Sir C. Honywood, and Sir J. W. Honywood the eldest. Sir J. W. Honywood had three sons, the eldest of whom, C. J. Honywood, had come of age and had disentailed. C. J. Honywood died on the 17th of July, 1902, and Sir J. W. Honywood had transferred his life interest to the said C. J. Honywood. C. J. Honywood claimed that he was entitled to the devised estates in fee simple. For the younger sons of Sir C. Honywood it was submitted that they all took life estates in succession in priority to the remainders in tail limited to the eldest and other sons of Sir J. W. Honywood. On behalf of the heir-at-law of testator, who was represented by the official solicitor, it was argued that the gift to the first and other sons of Sir C. Honywood, after the failure of the estate of P. C. Honywood, was a gift to such first and other sons as a class, and was void under the rule against perpetuities.

BYRNE, J., held, following the principle of *Lewis* v. *Waters* (6 East, 336) and *Cradock* v. *Cradock* (4 Jur. N. S. 626), that the eldest and every other son of Sir C. Honywood took life estates in succession, and that the first and other sons of such sons took successive estates in tail, and that the first and other sons of the eldest son of the said Sir C. Honywood could only take after the determination of the said life estates.—COUNSEL, *Levett*, K.C., and *Jessel*; *Norton*, K.C., and *Beaumont*; *T. T. Methold*; *Charlton Hawkins*. SOLICITORS, *G. J. Fowler*; *Sandilands & Co.*; *Official Solicitor*; *Burch, Whitehead, & Davidsons*.

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

Re **CLINTON.** **CLINTON** *v.* **CLINTON.** Joyce, J. 21st and 22nd Jan.

JURISDICTION—BRITISH COLONY—PERSONALTY AND REAL PROPERTY—WILL—CONSTRUCTION—TRUST.

The testator, James Clarke Clinton, had carried on business at Assinee, on the West Coast of Africa, in the French territory known as the Ivory Coast Colony, and also at Axim, Ankobra and Secondee, in the British Gold Coast Colony. At the date of his death he was possessed (*inter alia*) (1) of the above-mentioned businesses, (2) of certain freehold dwelling-houses and premises at each of these places, (3) of certain freehold and leasehold concessions for mining and other purposes of large tracts of land in the Gold Coast Colony, (4) personal estate in England of over £3,000 in value. By his will dated the 2nd of November, 1899, the testator, after appointing his wife, the defendant, Emma Charlotte Clinton, the sole executrix of his will, and bequeathing her all the furniture and household effects in his house at Axim, continued: "I bequeath to my wife all my moneys in the bank, the interest to be used for the education of my wife's children. The principal moneys to be held in trust by my wife for the use and benefit of my children. I bequeath to my wife the sum of £200 per annum to be paid out of the proceeds of the firm, the business to be carried on by Charles Clinton and Willie Clinton, Charles Clinton being senior; my wife to receive the rents of the houses and the house in which we live. I advise that Charles Clinton should sell the business at Assinee." The testator died on the 2nd of November, 1899, a British subject domiciled in the Gold Coast Colony. The will was proved on the 6th of November, 1899, in the Gold Coast Colony, and on the 12th of March, 1901, in England. The plaintiffs were the three infant children of the testator and the defendant Emma Charlotte Clinton. The other defendants were Charles Warner Clinton and William Nicholas Clinton, described in the will as Charles Clinton and Willie Clinton. By an agreement dated the 23rd of July, 1900, and made between the defendant Emma Charlotte Clinton of the one part, and C. W. and W. N. Clinton of the other part, after stating that the testator did not by his will specifically devise the residue of his business nor the leasehold and freehold concessions of which he was possessed, nor make any provision for the remuneration of the said C. W. and W. N. Clinton should they accept the trusts of the will, the defendant Emma Charlotte Clinton agreed to assign to the defendants C. W. and W. N. Clinton the testator's businesses, and also all the concessions, leasehold and freehold, which he possessed in the Gold Coast Colony, together with all her right, title, and interest in the said businesses and concessions in consideration of a sum of £5,000 to be paid to her by the defendants C. W. and W. N. Clinton as therein mentioned. This agreement was expressed to be by way of compromise. In 1901, in pursuance of this agreement and in consideration of the said sum of £5,000, the defendant, Emma Charlotte Clinton, as executrix and in her sole right, purported to convey to the defendants C. W. and W. N. Clinton the leasehold and freehold concessions of the testator in the Gold Coast Colony. The defendants C. W. and W. N. Clinton upon this entered into possession of the said businesses and concessions. The plaintiffs thereupon commenced this action claiming a declaration that the defendants C. W. and W. N. Clinton took no beneficial interest in the testator's businesses and concessions, and asking for a declaration that the agreement of the 23rd of July, 1900, and the assignment and conveyance executed in pursuance thereof were not binding on the plaintiffs, and were void as against them, and claiming an account against the defendants C. W. and W. N. Clinton. These defendants entered an appearance to the action, and by their defence contended that the court had no jurisdiction to adjudicate on the plaintiffs' claim in so far as it related to the land, houses, and concessions situated in the Gold Coast Colony and elsewhere in West Africa, or any of them. This point of law was ordered to be set down to be argued before the court before further proceedings were taken in the action, and now came on for argument. The plaintiffs contended that the court had jurisdiction to adjudicate on the agreement, which dealt with personal and real property, and that it had all parties before it, and that the case was covered by the decision in *Cranston* v. *Johnson* (3 Ves. 170). The defendants urging that there was no jurisdiction in respect of the real property in West Africa, their claim was based, first, on the will of the testator, who was domiciled in the Gold Coast Colony, and that these were questions as to the true construction of that will which could only be determined in the courts of that colony, and they relied on *Pike* v. *Hoare* (2 Eden. 182) and *Norris* v. *Chambers* (29 B. 344), and urged that the court had in such a case no jurisdiction except 1) where there was a contract between the parties, (2) a trust or equity, (3) fraud, and that this case was not within any of these exceptions.

JOYCE, J., held that as to the personalty and the leaseholds, which would vest in the executrix, this action was maintainable. There was clearly a trust, and there were equities to be worked out. There was, or might be, a difficulty as to the immovable property which legally devolved at once upon the heir-at-law of the testator. His lordship gathered from what was stated in Westlake on International Law, and from authorities therein referred to, that there had been instances in which the court, having jurisdiction as to the personalty, had exercised it also as to the realty, considering the two to be so much mixed up together that it was not possible to separate them. There was another question

as to whether the real estate was not devised by the will to these two defendants upon trust, and a recital in the agreement forced that question on the consideration of the court. If that were so, then they were subject to the jurisdiction of the court, which could be exercised against them personally, and this court clearly had jurisdiction to determine whether there was a trust or not. In these circumstances his lordship was prepared to make the following order: Declare that the objection to the jurisdiction raised by the defence is not good in law. Order the action to proceed to trial, notwithstanding that objection. This order to be without prejudice to any question in reference to the immovable property, if any, the legal interest in which devolved, at the testator's death, directly upon the heir-at-law.—COUNSEL, *Warmington*, K.C., and *Mark Romer*; *Younger*, K.C., and *J. Austen-Cartmell*. SOLICITORS, *Lewis & Lewis*; *Foss, Ledsam, & Blount*.

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

COMMISSIONERS OF POLICE FOR THE METROPOLIS *v.* DONOVAN.
Div. Court. 6th April.

LICENSING ACTS—"DRUNK AND DISORDERLY"—HABITUAL DRUNKARD—PRODUCTION OF COURT REGISTER TO PROVE THREE PREVIOUS CONVICTIONS WITHIN TWELVE MONTHS—ADMISSIBILITY OF SUCH EVIDENCE—MAGISTRATE HAS NO JURISDICTION TO MAKE ORDER FOR DETENTION IN AN INEBRIATES' HOME WITHOUT CONSENT OF PERSON CHARGED—INEBRIATES ACT, 1898, s. 2—LICENSING ACT, 1902, s. 6.

Case stated by Sir A. de Rutzen, sitting at Bow-street police-court, raising two questions of law on the construction of section 6 of the Licensing Act, 1902, and section 2 of the Inebriates Act, 1898. By section 2 of the Inebriates Act, 1898, it is provided that "(1) Any person who commits any of the offences mentioned in the first schedule to this Act, and who within twelve months preceding the date of the commission of the offence has been convicted summarily at least three times of any of the offences so mentioned, and who is an habitual drunkard, shall be liable upon conviction or indictment, or, if he consents to be dealt with summarily, on summary conviction, to be detained for a term not exceeding three years in any certified inebriate reformatory the managers of which are willing to receive him. (2) The Summary Jurisdiction Act, 1879, shall apply to proceedings within this section as if the offences charged were specified in the second column of the first schedule to the said Act." On the 7th of January, 1903, the respondent, a woman named Donovan, was convicted by the magistrate of riotous and disorderly behaviour while drunk on a public highway, and the appellant requested the magistrate to make an order under section 6 (1) of the Licensing Act, 1902. The magistrate refused to make the order on the ground that before he could do so he required formal proof of three previous convictions against her, and also that he could not make an order under the last Licensing Act for her detention as an habitual drunkard in an inebriates' home without her consent. The appellant tendered in evidence the register which was kept at Bow-street police-court for the purpose of proving that the respondent had been convicted of offences mentioned in the first schedule to the Inebriates Act, 1898, on three occasions within twelve months of the 3rd of January, it being proved by the gaoler that the respondent was the person referred to in the register. It was contended by the appellant that the previous convictions were sufficiently proved by reference to the court register, and *Rex* v. *Harris* (Comb. 337), *Reg.* v. *Groveley* (8 A. & E. 806), *Doe* v. *Mew* (7 A. & E. 240), and the *London School Board* v. *Harvey* (4 Q. B. D. 451) were cited. The case of *Hartley* v. *Hindmarsh* (L. R. 1 C. P. 553), on which the magistrate relied, it was said, did not apply, because there it was merely held (1) that a police magistrate who after hearing a case of common assault had ordered the accused to enter into recognizance, had not in fact convicted the accused within the meaning of 24 & 25 Vict. c. 100, s. 5, and there being no record of the proceedings they were no bar to the action brought on the same assault; and (2) that the conviction, if any, was not proved by the statement of the magistrate's clerk who gave evidence on the above facts. It was further said that upon the language of the Licensing Act, 1902, s. 6 (1.), formal and strict proof of the conviction was unnecessary. On the second point it was contended that the consent of the respondent to be dealt with summarily was not necessary to the magistrate's jurisdiction under the Licensing Act, 1902, s. 6 (1.). On this first point counsel, who appeared for the magistrate by leave, cited *Rex* v. *Smith* (8 B. & C. 341), rule 3 of the Summary Jurisdiction Rules, 1886, section 116 of the Larceny Act, 1861, and section 18 of the Prevention of Crimes Act, 1871, and Paley's Summary Convictions, p. 439 (last edition). No one appeared for the respondent.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) held, on the first point, as to the admissibility of the court register as evidence of previous convictions, in favour of the appellant, as in their opinion the magistrate could refer to the register of the court in which he was sitting and act upon the information obtained from it. They thought, however, that the evidence of the register must be confined to the court in which it was made. As to the second point, they upheld the view of the magistrate, being of opinion that a magistrate could not make an order for the detention as an habitual drunkard in an inebriates' home without substantially obtaining the consent of the person charged. Order accordingly.—COUNSEL, *Danckwerts*, K.C., and *Arthur Gill*, for the police; *H. Sutton*, for the magistrate. SOLICITORS, *Wontner & Co.*; *The Treasury Solicitor*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Law Societies.

The Incorporated Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 24th of April, at two o'clock precisely, to consider the subjects hereinafter mentioned.

The president will present the prizes and certificates awarded to the successful candidates at the Honours Examination held in January last.

Mr. Charles Ford will move: "That this meeting, whilst readily acknowledging the continued efforts of the governing body of the society to protect the good name and status of our profession, is of opinion that much remains to be done to secure this end; and, looking at the fiduciary relations between solicitors and their clients, this meeting considers that adjudication in bankruptcy against a solicitor should of itself operate as a suspension of his certificate to practise, but with power to the registrar of solicitors to renew such certificate if approved by the Discipline Committee of the Council."

Mr. Charles Ford will move: "That there appearing no prospect in the near future of any reform in regard to the Long Vacation, either on the lines recommended by this society or otherwise, this meeting is of opinion that efforts should be made by the Council of the society to extend the present practice as to what is Long Vacation business, and it is accordingly hereby referred to the Council to consider and report what class of business pending at the commencement of the vacation should be transacted in the law offices and before Long Vacation judges during the vacation, which, if postponed till after the vacation, would by such delay involve injury to suitors in his Majesty's High Court of Justice; the Council at the same time to consider the question of whether such injury should be a matter to be certified by counsel, such certificate not to extend to the trial in court of any cause or matter not vacation business under the existing practice, unless the vacation judge accepts such certificate."

Mr. Harvey Clifton will ask: "Whether the registrarships of the City of London Court ('a county court') and also of the Croydon County Court are held by barristers, and how, if so, the fact is reconciled with section 25 of the County Courts Act, 1888, which requires registrars of county courts to be solicitors of the Supreme Court? Also what steps the Council have taken or intend taking to prevent further breaches of section 20 of the Court of Probate Act, 1857, in regard to appointments of district registrars of the Court of Probate?"

The General Council of the Bar.

The annual statement for 1902-3, which has just been issued, contains among other matter the following:

Re *Counsel Accepting Briefs from non-Solicitors*.—The Council have had under their consideration the following communication from a barrister:

I think it would be of use to the profession if the Bar Council would be good enough to put on record their opinion on the enclosed questions. The reason is that clerks of councils who are not solicitors contend that they have the power to brief counsel and rely on section 259 of the Public Health Act, 1875. It may be that in regard to local inquiries they are, in a sense, right, for they are not legal proceedings, and any person can represent any other. It does not follow, however, that counsel are justified in accepting the brief. The consequence of the opinion entertained by the clerks is that briefs are often sent from the country by these lay clerks, and there is nothing to shew that they are not solicitors, and very frequently there is no time to make inquiries, so that counsel find themselves holding briefs on the instruction of persons who are not solicitors. I found myself in that predicament this week, and am told that it has happened on several occasions with other barristers.

(1.) Are counsel justified in accepting briefs to appear at local inquires under the Local Government Acts, the Public Health Acts, or the Light Railway Act from clerks to local authorities who are not solicitors?

(2.) Further can counsel accept a Parliamentary brief from a Parliamentary agent who is not a solicitor and who is acting for such a clerk?

This matter having been referred to the Professional Purposes Committee by the Council was considered by that committee on the 9th of June, 1902. It arose out of a statement which appeared in the SOLICITORS' JOURNAL on the 10th of May, 1902, and which is as follows: "The General Council of the Bar.—The Council have recently had under their consideration the following questions submitted to them by a barrister: (1) Are counsel justified in accepting briefs to appear at local inquiries under the Local Government Acts, the Public Health Acts, or the Light Railway Act from clerks to local authorities who are not solicitors? (2) Further, can counsel accept a Parliamentary brief from a Parliamentary agent who is not a solicitor and who is acting for such a clerk? The Council have answered both the above questions in the affirmative." With regard to the first point raised by the foregoing statement the committee find that in June, 1894, the Bar Committee inquired of the Council whether a barrister would be in order in accepting a brief from a vestry clerk (not a solicitor) on a local inquiry. The Council then expressed the opinion that it would be contrary to professional etiquette for a barrister to accept a brief from a person who is not a solicitor. In their opinion the rule hitherto recognized is, that, except in the case of the preparation of a will or of the defence of a prisoner at the bar, and possibly in certain other cases, a barrister is not entitled to communicate with a lay client and receive fees from him directly. In the year 1891 a case came before the Council in which a complaint was made by a member of the Inner Temple, who on the instruction of a lay client had prepared an abstract of title, perused a conveyance, and answered requisitions made on

behalf of the purchaser. The matter was brought by the Council before the benchers, who severely censured the barrister and cautioned him as to his future professional conduct. It will be observed that this last-mentioned matter does not strictly come within the statement recently promulgated by the General Council of the Bar, but it appears to your committee to be the same in principle. The committee cannot find that there is any custom or etiquette under which it would be justifiable for a barrister to accept briefs on the local inquiries referred to from any person not duly qualified to practise as a solicitor. The existing division of labour between the bar and solicitors in contentious business is recognized by law, but in non-contentious business it for the most part depends in no way upon statute or common law, but is nevertheless a rule of etiquette which experience has established as very convenient, if not essential, for the conduct of business, and which has hitherto been held binding on both branches of the profession. The particular character of the busines conducted on local inquiries is no doubt not strictly contentious business transacted in court, but it may be said to be business which partakes of both characters—*i.e.*, partly contentious and partly non-contentious. For these reasons the committee recommend that the Council should adhere to the opinion they have already expressed, and that a communication should be made to the General Council of the Bar to that effect. With reference to the second point, the committee are of opinion that it is competent for counsel to accept a Parliamentary brief from a Parliamentary agent without the intervention of a solicitor. A Parliamentary agent is a duly qualified practitioner before Parliament; by reason of his having signed the Parliamentary Roll, he renders himself amenable to the jurisdiction of both Houses of Parliament.

The following correspondence has since taken place between the Council and the Incorporated Law Society:

2, Hare-court, Temple, January 28th, 1903.

Dear Sir,—In further reply to your letter of the 30th of June, 1902, enclosing a copy of a report adopted by the Council of the Incorporated Law Society on the 20th of June with reference to the question of counsel accepting brief from lay clients, I am now directed by the General Council of the Bar to say that they are much obliged for the report, and agree with the general principles enunciated therein. I am desired to add that the Bar Council in their report were dealing with two special questions which had been referred to them. They are glad to observe that as regards the second question the Incorporated Law Society recognize that the rule applicable to litigious business in court does not apply. As regards the first question, the Bar Council regret that the Incorporated Law Society appear to hold a different opinion. In the view of the Bar Council the business referred to in the question is essentially different from contentious business in court, and they note that the Incorporated Law Society to a considerable extent recognize this difference.—I am, dear Sir, yours faithfully, HENRY C. A. BINGLEY.

E. W. Williamson, Esq., Secretary, Incorporated Law Society.

Law Institution, Chancery-lane, London, W.C., 19th March, 1903.

Dear Sir,—Counsel accepting briefs from lay clients.—Your communication of the 28th January last has been reported to the Council here. The Council wish me to state that they feel unable to alter the view expressed in their report.—Yours faithfully, E. W. WILLIAMSON, Secretary.

H. C. A. Bingley, Esq., 2, Hare-court, Temple.

Re *The State of Business in the Appeal Court.*—A Special Committee was appointed to consider and report to the Council upon the state of business in the Appeal Court, with a view of suggesting a remedy therefor. No report has yet been received from the committee, and the Council understand that they considered it wise to postpone the consideration of the matter until there had been time to observe the extent to which the evils complained of were removed by the working of the Supreme Court of Judicature Act, 1902.

Re *The Long Vacation.*—The Council have to report that they have received and adopted the following reports of the Business and Procedure Committee *re* the alteration of the dates of the commencement and ending of the Long Vacation. (1) On the 10th of February, 1902, the following resolution was adopted by the Council: "That it be referred to the Business and Procedure Committee to consider and report what steps should be taken to carry into effect the resolutions adopted at the annual general meeting held in 1901, making the Long Vacation commence on the 1st of August and terminate on the 12th of October." The committee having met and considered the above resolution, beg to report to the Council that in their opinion the best steps to take in the desired direction would be (1) to endeavour to obtain the support of the benches of the four Inns of Court, and to invite them to pass resolutions in favour of the proposal that the Long Vacation should commence on the 1st of August and terminate on the 12th of October, and (2) to communicate with the Council of the Incorporated Law Society with a view of obtaining their support to the said proposal. Assuming such resolutions to be passed, and such support obtained, the committee recommend that communications be addressed to the Lord Chancellor, the Lord Chief Justice, the Master of the Rolls and the Law Officers expressing the wish of the bar that the proposal may be carried into effect, and requesting their assistance in making the proposed change. (2) The committee beg to refer to their report of March 21st, 1902, which was adopted by the Council on June 9th, 1902, and referred back to the committee to carry into effect. They have now to report that in pursuance of the instructions given to them by the Council they have been in communication with the benches of the Four Inns of Court and with the Council of the Incorporated Law Society in the endeavour to obtain their support to the resolutions adopted at the annual general meeting of the bar held in 1901, in favour of the Long Vacation commencing on August 1st and terminating on October 12th. The committee regret to say that the only support which they have been able to obtain has come from the bench of the Middle Temple.

United Law Society.

April 6.—Mr. C. H. Kirby in the chair.—Mr. Hastings-Lees, hon. secretary of the National Service League, moved: "That universal military training for Home Defence should be made compulsory." Mr. H. Drysdale Woodcock opposed. The speakers were Messrs. N. Tebbutt, E. S. Cox Sinclair, and W. S. Glyn Jones. The motion was lost by three votes to one. The society will not meet on Monday next. The annual dinner of the society will be held at the Hotel Cecil on the 22nd inst., when the Right Honourable Lord Justice Vaughan Williams will preside. The guests will include the Honourable Mr. Justice Kennedy, Sir Albert Rollit, M.P., and others.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Institution on the 8th inst., Mr. Grantham R. Dodd in the chair. The other directors present being: Sir George Lewis, Bart., and Messrs. Alfred Davenport, William H. Gray, H. E. Gribble, Samuel Harris (Leicester), Richard Pennington, J.P., W. Arthur Sharpe, R. W. Tweedie, and J. T. Scott (secretary).

A sum of £530 was distributed in grants of relief, two new members were admitted to the association, and other general business transacted.

Companies.

The Solicitors' Law Stationery Society (Limited).

The fourteenth annual general meeting of this society was held on Friday, the 3rd inst., at the society's head offices, 22, Chancery-lane, Mr. Richard Pennington, J.P., in the chair.

The report stated that the turnover had increased from £36,186 in 1901, to £38,770 in 1902, and that the profit of the year was £1,538 7s. 1d. against £1,301 12s. 2d. in 1901.

The chairman, in moving the adoption of the report, stated that through the recent issue of shares the society had obtained many new shareholders, whose support it was anticipated would improve the position of the society.

A dividend at the rate of 6 per cent. per annum free of income tax was declared, and the directors retiring by rotation, Mr. H. E. Gribble and Mr. E. F. Turner, were re-elected.

The meeting closed with votes of thanks to the chairman, the general manager, and the staff.

Legal News.

General.

An inquest was held on Wednesday, says the *Times*, upon Mr. Robert Burrow Harrison, LL.B., solicitor, of Lancaster, who was fatally injured whilst playing forward for the Vale of Lune Rugby Club, of which he was secretary, against Malone Belfast on Easter Monday. Evidence was given to the effect that the game was pleasantly conducted, and that Mr. Harrison's death was purely accidental.

The *American Law Review* is responsible for the following anecdote: "Tickell, my client," said an embarrassed barrister who stood up before a British judge to vindicate the rights of a lady client rejoicing in the name of Mrs. Tickell. Thereupon the judge smiled almost audibly, and the embarrassed barrister went back and began over again. "Tickell, my client, my lord," said he. "Tickle her yourself," said his lordship; "you are better acquainted with her than I am."

At the rising of Court of Appeal No. 2, for the Easter Vacation, the Master of the Rolls said: I ought to state the result of these sittings in this branch of the court. At the commencement of these sittings there were 114 appeals ripe for hearing, and we have disposed of all of them except a small number taken out of the list for various reasons, mostly with a view to compromise, and one appeal, which is in the list to-day. We have also disposed of a small number of other appeals which have been set down since the beginning of the sittings. The result is that, on the Chancery side at least, the Court of Appeal is not in arrear.

A Japanese woman, says Dr. Rokinchiro Masujima, in an address on Japanese law printed in the *American Law Review*, is free and independent. She can be the head of a family and exercise the authority due to that position, even after marriage, unless her husband take her place by agreement. She can exercise parental authority. If married, she is bound to support her husband. She can be a guardian or curator or member of family council. She can inherit, hold, and manage her separate property as settled by ante-nuptial arrangement. Property acquired before marriage, or in her name during coverture, belongs to her as separate property. A husband manages the property of his wife, but she may do it herself if he is unable to do so; he may use its fruits while so doing, but she may, by application to the court, cause him to deposit a suitable security. He must obtain her consent for contracting a debt in her name, assigning her property, giving it as security, or letting it.

The following are the arrangements for hearing Probate and Divorce cases during the ensuing Easter sittings: Undefended matrimonial causes will be taken on Tuesday, the 21st, and Wednesday, the 22nd inst., and on Thursday and Friday, the 28th and 29th of May, and on each Monday during the sittings. Probate and defended matrimonial causes for hearing

before the court itself will be taken on and after Thursday, the 23rd inst, These cases may also be taken in Court II. when Admiralty cases are not appointed to be heard. Common jury causes will be taken on and after Thursday, the 7th of May. The cases may also be taken in Court II. when Admiralty cases are not appointed to be heard. A Divisional Court will sit on Tuesday, the 5th of May. Motions will be heard in court at 11 o'clock on Monday, the 27th inst., and on every succeeding Monday during the sittings, and summonses before the judge will be heard at 10.30 on Saturday, the 25th inst., and on every succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30.

The case of the disputed will of Robert E. Hopkins, recently decided by the Court of Appeals, presents, says the *Albany Law Journal*, some interesting questions on the subject of expert testimony. Mr. Hopkins, who died in 1901, had some ten years prior thereto made a will. When the document was opened it was found that it had been cancelled by fourteen nearly perpendicular marks drawn across the letters of his name. Only one question was presented—viz., Whether Mr. Hopkins himself had cancelled the signature with the intention of revoking the will. The matter of expert testimony came before the court by reason of the fact that, at the trial of the case, David N. Carvalho, the handwriting expert, gave it as his opinion that the cancellation marks were not made by the same hand which wrote the signature. Judge Haight, in his opinion, says: "The general rule which admits of the proof of the handwriting of a party by experts, who have compared the writing with other writings of the person, is founded on the reason that in every person's writings there is a peculiar prevailing characteristic which distinguishes it from the handwritings of every other person, and therefore an expert, by studying characteristics as they appear in the writings of the person, may be able to determine with some degree of accuracy as to whether a writing sought to be proved contains any of the characteristics of that of which he has examined and studied. But mere perpendicular marks, or scratches, either perpendicular or horizontal, over a signature for the purpose of cancelling it do not contain the characteristics necessary in the formation of letters to enable an expert or any other person to speak with any degree of certainty with reference to the identity of the person who made the marks."

The session of the Italian Parliament which is now being interrupted by the Easter Vacation was not, says the Rome correspondent of the *Times* altogether barren of results, of which the most important was the passage through its preliminary stages of the Bill on Judicial Reform. After a long debate, which concluded with a singularly able and eloquent defence of the measure by the veteran Premier, Signor Zanardelli, who was one of its movers, the Bill was unanimously approved by the Chamber of Deputies and referred to the special committee. The main principles of the Bill are the simplification of legal procedure, the improvement of the status of judges, and the liberation of the whole judicial system from political control. The improvement of the conditions of magistrates by a notable increase of salary is to be effected by a reduction in their number. At the present moment the full list of judicial appointments amounts to 4,100; in future it will not exceed 3,000, or thereabouts. This will enable the Treasury to increase the pay of the remaining judges by at least a third. The reduction in the *personnel* of the magistrature will be made in the Tribunals and all other collegiate courts. Until now the Tribunal, besides being a court of first instance with wider competence than the Pretura, has also been a Court of Appeal from the decisions of the Pretore, and has been presided over by three judges. For the future only a single judge will sit in the Tribunal, which, while it will be given an even wider competence as a court of first instance, will be no longer as a Court of Appeal. The number of judges who sit in the regular Courts of Appeal, at present five in each of the twenty courts, will be reduced. The Court of Assize, where it is a court of first instance, will also have a single judge in the place of the three which now preside in it; only when it becomes a Court of Appeal from the Preturas will it be used as a collegiate court. There will also be a reduction in the number of judges in the Courts of Cassation, where at present the full *sederunt* is one of seven judges. It may be noted, by the way, that the first President of the Court of Cassation, which is the highest Court of Appeal in Italy, receives the salary of 15,000 lire, or £600 a year. The most important reform, however, is that which emancipates the judicature from the executive power. A magistrate will henceforth be immovable from his post, and will no longer be subject to arbitrary changes or be intentionally deprived of promotion.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, April 20	Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson
Tuesday 21	Carrington	King	R. Leach	Pemberton
Wednesday 22	Pemberton	Farmer	Godfrey	Jackson
Thursday 23	Jackson	King	R. Leach	Pemberton
Friday 24	R. Leach	Farmer	Godfrey	Jackson
Saturday 25	Godfrey	King	R. Leach	Pemberton
Date	**Mr. Justice Farwell.**	**Mr. Justice Buckley.**	**Mr. Justice Joyce.**	**Mr. Justice Swinfen Eady.**
Monday, April 20	Mr. Church	Mr. Theed	Mr. Carrington	Mr. Greswell
Tuesday 21	Greswell	W. Leach	Beal	Church
Wednesday 22	Church	Theed	Carrington	W. Leach
Thursday 23	Greswell	W. Leach	Beal	Theed
Friday 24	Church	Theed	Carrington	King
Saturday 25	Greswell	W. Leach	Beal	Farmer

HIGH COURT OF JUSTICE.—KING'S BENCH DIVISION.

EASTER SITTINGS, 1903.

Dates.	Lord Chief Justice.	Wills, J.	Grantham, J.	Lawrance, J.	Wright, J.	Bruce, J.	Kennedy, J.	Bigham, J.	Darling, J.	Channell, J.	Phillimore, J.	Bucknill, J.	Walton, J.	Jelf, J.
1903. April 21	Div. Court	Div. Court	Nisi Prius	N. Circuit (April 20)	Nisi Prius Bankruptcy and Rlwy and Canal Commission	Nisi Prius	Nisi Prius	Com. Ldt	Nisi Prius	Div. Court	Nisi Prius	Chambers	N. Circuit (April 20)	Nisi Prius
22	"	"	"	"	"	"	"	"	(Cen. Crl. Ct. intervening	"	"	"	"	"
23	"	"	"	"	"	"	"	"	"	"	"	"	"	"
24	"	"	"	"	"	"	"	"	"	"	"	"	"	"
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27	"	"	"	"	"	"	"	"	"	"	"	"	"	"
28	"	N. Wales Circuit	"	"	S.E. Circuit	"	"	"	"	"	"	"	"	"
29	"	"	"	Western Circuit	"	"	"	"	"	"	"	"	"	"
May 1	"	"	N.E. Circuit	"	"	"	"	"	"	"	"	"	"	"
2	"	"	Nisi Prius	"	"	"	"	"	"	"	"	"	"	"
4	"	"	"	"	"	"	"	"	"	"	"	"	"	"
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29	"	"	"	"	"	"	"	"	"	"	"	"	"	"
30	"	"	"	"	"	"	"	"	"	"	"	"	"	"

CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1903.	N. Eastern.	Northern.
Commission Days.	Grantham, J.	Lawrance, J. Walton, J.
Monday, April 20		Manchester 2 (Civil and Criminal)
Monday, May 4	Leeds (Criminal)	Liverpool 2 (Civil and Criminal)

HIGH COURT OF JUSTICE—KING'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1903.

A to F.—Mondays, Wednesdays, Fridays, Master Lord Dunboyne; Tuesdays, Thursdays, Saturdays, Master Day.

G to N.—Mondays, Wednesdays, Fridays, Master Chitty; Tuesdays, Thursdays, Saturdays, Master Macdonell.

O to Z.—Mondays, Wednesdays, Fridays, Master Archibald; Tuesdays, Thursdays, Saturdays, Master Wilberforce.

PRACTICE MASTER.

A Master will sit daily in his own room in accordance with the following rota to dispose of all Questions of Practice, Ex parte Applications, and General Business.

Monday, Master Wilberforce.
Tuesday, Master Lord Dunboyne.
Wednesday, Master Macdonell.
Thursday, Master Chitty.
Friday, Master Day.
Saturday, Master Archibald.

The Property Mart.

Sales of the Ensuing Week.

April 22.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—In Two Lots, Investment in first-class Bond-street Property, consisting of Freehold and Corporation Leasehold (equal to Freehold) Block of Premises, covering the superficial area of 12,000ft., extending from Bond-street through into George-street, Hanover-square, the frontage to each being about 48ft. respectively. Solicitors, Messrs. Gray & Dodsworth, York.—City of London: Freehold Ground-rent of £270 per annum, arising from No. 20, Finch-lane, occupying an important position in this, the connecting thoroughfare between Cornhill and Threadneedle-street. Solicitors, Messrs. C. W. Brown & Aylen, London.—City of London: Long Leasehold Property, for investment, comprising Ten substantially-built Warehouses, known as Nos. 17, 19, 31, 35, 37, 39, 41, 43, 45, and 47, Farringdon-road, between Holborn-viaduct and Farringdon-street (Railway Stations; let at £3,135 per annum. Solicitors, Messrs. H. E. & W. Bury, London. (See advertisements, April 4, p. 5.)

April 23.—Mr. PENNINGTON, on the Premises, at 3: The Freehold Property, known as the Albany Club, Kingston-on-Thames, situate on the most picturesque reach of the Thames, high above river level, and with frontages aggregating nearly 1,000ft. to road and river, extending to over two acres of grandly-timbered grounds. In One or more Lots. Solicitors, Messrs. Harrison & Robinson, London. (See advertisement, April 11, p. 5.)

April 24.—Messrs. E. & S. SMITH, at the Mart, at 2:—Stoke Newington: Shop Property, let upon lease, at rents amounting to £185 per annum. Solicitors, Messrs. Boulton, Sons, & Sandeman, London.—Canonbury: Double-fronted Residence, rental value £60, lease 42 years. Solicitors, Messrs. Andrew, Wood, Purves, & Sutton, London.—Muswell Hill: Corner Residence, rental value £90, lease 94 years. Solicitor, W. O. Freeman, Esq., London.—Muswell Hill: Pair of Semi-detached, long leasehold Villa Residences, rental value £55 each. Solicitors, Messrs. Pitchforth, King, & Heelis, London.—Muswell Hill: Freehold Building Land, situate in Alexandra-road, Sydney-road. Solicitors, Messrs. Savery & Stevens and Messrs. Hicks, Arnold, & Mozley, London.—Muswell Hill: Freehold Building Estate on the summit of the hill, with Semi-detached Residences. Solicitors, Messrs. Curwen & Carter, London. (See advertisements, April 4, p. 5.)

April 24.—Messrs. REYNOLDS & EASON, at the Mart, at 2: Well-secured Ground-rents at Barnes and Teddington amounting to £55 per annum. Solicitor, H. Astley Roberts, Esq., London.—Leasehold Investment in Shop Property in Paddington, producing a profit rental of £240 per annum. Solicitor, W. P. Neal, Esq., London. (See advertisements, this week, p. 3.

Result of Sale.

REVERSION, LIFE POLICIES, AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 737) of the above Interests at the Mart, E.C., on Thursday last, when the following Interests were sold at the prices named, the total realized being £3,580.

REVERSION:		£
Absolute to One-tenth of £13,018; life 74	Sold	345
LIFE POLICIES:		
For £2,000; life 70	,,	1,310
For £1,000; life 63	,,	605
For £1,000; life 74	,,	630
For £500 (Endowment); life 57	,,	360
For £200; life 73	,,	250
SHARES:		
Educational Newspaper Co.—32 Shares of 10s. each, fully paid ...	,,	120

Winding-up Notices.

London Gazette.—FRIDAY, April 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBERT SILCOX, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to F. W. Bishop, High st, Bridgwater, solor for the liquidator s

BRADFORD PROPERTY AND INVESTMENT CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Greaves & Greaves, Prudential bldgs, Ivegate, Bradford, Yorks, solors to the liquidator

BRUNSWICK SHIPPING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Humphrey Cranstoun Dickson, 8, India bldgs, Liverpool

CORITE SYNDICATE, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Francis J. Livesey, 41, Finsbury pvmt

FORAGE, LIMITED—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to William Marsden Richards, Alliance chambers, Horsefair st, Leicester Loseby & Son, Leicester, solors to liquidator

HOTEL METROPOLE, BEXHILL-ON-SEA, LIMITED—Petn for winding up presented April 3, directed to be heard April 28. Bumney, 17 and 18, Basinghall st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 27

INVINCIBLE BRICK SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Arnold Richards, 11, Ironmonger ln

KALGOORLIE AND MOUNT SIR SAMUEL PROPRIETARY, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts and claims, to Henry Charles Emery, 15, George st, Mansion House

MULLINER-WIGLEY CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts and claims, to Herbert Hall Mulliner, Stoney Stanton rd, Coventry. Shute & Swinson, Birmingham, solors to Liquidator

NEW SIMPSON CYCLE CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Job Nightingale Derbyshire, Bentinck bldgs, Wheeler gate, Nottingham Clifton & Co, Nottingham, solors to the liquidator

TAMWORTH COFFEE HOUSE CO, LIMITED—Petn for winding up, presented April 7, directed to be heard at the Court House, Corporation st, Birmingham, April 23, at 10.30. Ryland & Co, 7, Cannon st, Birmingham, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 22

London Gazette.—TUESDAY, April 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. H. YEOMANS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to Frederick Gimblett, 4, Dane's inn, Strand

EXMOUTH AND DISTRICT WATER WORKS CO (IN LIQUIDATION)—Creditors having any claim or demand are required to send particulars, on or before the 18th inst, to C. E. Carr, H. W. Crews, J T Foster, G Eilett, the liquidators, 16, Public Hall chmbrs, Exmouth

NOTTINGHAM MORLEY CLUB CO, LIMITED—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Joseph Wilson, Gedling rd, Carlton. Clifton & Co, Nottingham, solors for liquidator

PIONEER POWER CO OF LONDON, LIMITED—Creditors are required, on or before May 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. F. W. Pixley, 58, Coleman st. Morse, Norfolk st, Strand, solor to liquidator

Bankruptcy Notices.

London Gazette.—FRIDAY, April 10.

RECEIVING ORDERS.

AUSTIN, WILLIAM DOUGLAS, Newbury, Berks, Grocer Newbury Pet March 26 Ord April 6

BARNFIELD, WILLIAM HENRY, Tredegar, Mon, Grocer Tredegar Pet April 7 Ord April 7

BAYLEY, GEORGE, Ipswich Ipswich Pet April 6 Ord April 6

BEANEY, JACK, Northiam, Sussex, Horse Dealer Hastings Ord April 6

BODDY, BENJAMIN S, Willesden Green, Builder High Court Pet March 20 Ord April 6

BUSSELL, FREDERICK JOHN JEX, Norwich, Horse Hair Manufacturer Norwich Pet April 7 Ord April 7

BURTON, THOMAS, Nelson rd, Stroud Green, Boot Manufacturer High Court Pet Feb 21 Ord April 6

CASTER, ALFRED ERNEST, Brighton, Baker Brighton Pet April 7 Ord April 7

COOK, WALTER HERBERT, Dashwood House, New Broad st, Managing Director High Court Pet March 19 Ord April 6

DALLAS, FREDERICK, Hornsey High Court Pet Feb 24 Ord April 7

DURRANT, ALBERT HENRY, York ter, Kensal Rise, Greengrocer High Court Pet April 7 Ord April 7

DURRANT, JOHN THOMAS, York, Butler York Pet April 7 Ord April 7

EMMONS, S, Trebovir rd, Earl's Court High Court Pet Jan 14 Ord April 4

FLETCHER, WILLIAM PRIESTMAN, Norton, nr Stockton on Tees, Bricklayer Stockton on Tees Pet April 6 Ord April 6

GREGORY, THOMAS, Lincoln, Carter Lincoln Pet April 4 Ord April 4

GREVILLE, CHALONER NORTHMORE DRUMMOND, Greenhill, Harrow St Albans Pet April 6 Ord April 6

HARDY, JOHN, Ilkeston, Derby Derby Pet April 8 Ord April 8

HEATH, FREDERICK, Kensington, Jobmaster High Court Pet April 6 Ord April 6

HEPPER, JOHN STANILAND, Headingley, Leeds, Stockbroker Leeds Pet April 8 Ord April 8

HILL, EDWARD, Keighley, Yorks, Machine Maker Bradford Pet March 26 Ord April 6

HOPKINS, JEREMIAH, Ammanford, Carmarthen, Tea Dealer Carmarthen Pet April 7 Ord April 7

HULM, HENRY, Coventry, Tailor Coventry Pet April 4 Ord April 4

IVES, AARON, Bedford, Beerhouse Keeper Bedford Pet April 8 Ord April 8

JACKSON, JOHN, East India Dock rd, Shipwright High Court Pet March 17 Ord April 7

JOHN, LEVI, ZOAR, Neath, Journeyman Plasterer Neath Pet April 8 Ord April 8

KERY, CHARLES, Norwich, Boot Manufacturer Norwich Pet April 6 Ord April 6

LEWIS, LOUIS, Brixton, Solicitor's Clerk High Court Pet March 19 Ord April 8

LINCH, EDWARD, Derby, Boot Manufacturer Derby Pet April 6 Ord April 6

LINNETT, BENJAMIN FRANK, Clapham rd High Court Pet March 26 Ord April 8

LITTLE, WILLIAM, Wigton, Cumberland, Farmer Carlisle Pet April 3 Ord April 7

LUCKIN, WALTER JOHN, Worthing, Wheelwright Brighton Pet April 7 Ord April 7

MARKS, HARRY, and DAVID MARKS, Manchester Manchester Pet March 18 Ord April 6

MEES, GEORGE, Crickhowell, Brecon, Grocer Tredegar Pet April 7 Ord April 7

MERCHANT & ELSTON, Pritchett's ter, Winchmore Hill, Nurserymen Edmonton Pet March 23 Ord April 6

MILLS, FRANK, Bexhill, Builder Hastings Pet March 28 Ord April 8

MITCHELL, FREDERICK, Bradford, Stuff Merchant's Assistant Bradford Pet April 6 Ord April 6

MORRIS, ALFRED ERNEST, Knighton, Radnor, Grocer Leominster Pet April 7 Ord April 7

NORLEY, ISABELLA, Ashford, Kent, Stationer Canterbury Pet April 6 Ord April 6

PITT, WILLIAM, Kingston on Thames, Auctioneer's Clerk Kingston, Surrey Pet April 4 Ord April 4

PLEYDELL, ARTHUR, Regent st, Betting Agent High Court Pet Feb 26 Ord April 8

ROWLANDS, ABRAHAM, Trefechan, Aberstwyth, Joiner Aberystwyth Pet April 7 Ord April 7

SIBSON, H F, Stretford, Lancs, Timber Merchant Salford Pet March 20 Ord April 7

TYRRELL, EDMUND ERNEST, St George's Cliff, Herne Bay, Builder Canterbury Pet April 7 Ord April 7

WEST, EDMUND, Queenborough, Kent, Licensed Victualler Rochester Pet April 7 Ord April 7

WARNHAM, GEORGE, Vauxhall Bridge rd, Theatrical Manager High Court Pet March 16 Ord April 2

WHEELDON, JOHN CHRISTIAN, Moss Side, nr Manchester, Caterer Manchester Pet April 6 Ord April 6

WINTERBURN, CHARLES, Leeds, Builder Leeds Pet April 7 Ord April 7

WOLRIDGE, L W, Southsea Portsmouth Pet March 11 Ord April 6

WOOD, ROBERT ARNA, Charing Cross Hotel, Strand, Mining Engineer High Court Pet March 13 Ord March 30

Amended notice substituted for that published in the London Gazette of April 7:

DAVISON, HENRY NORMAN, Stretford, nr Manchester, Speculative Builder Salford Pet April 4 Ord April 4

FIRST MEETINGS.

BLUNDEN, ALBERT EDWARD, Cosheston, Pembroke, Hammerman in H M Dockyard May 8 at 12.15 Temperance Hall, Pembroke Dock

CARLETON, J S, Aintree, Liverpool, Contractor April 21 at 2 Off Rec, 35, Victoria st, Liverpool

CURRINGTON, HARRY MOTE, Wisbech, Cambridge, Shop Fitter April 23 at 10 Court house, King's Lynn

DAVIDSON, JOHN, Appleby, Westmorland, Hardware Dealer April 22 at 1 Tufton Arms Hotel, Appleby

DAVIES, DAVID WASHINGTON, Llanllyfni, Carnarvon, Quarryman April 18 at 12 Crypt chmbrs, Eastgate row, Chester

DICKINSON, PETER, Cheriton on Medlock, Manchester April 20 at 3 Off Rec, Byrom st, Manchester

DURRANT, JOHN THOMAS, York, Butler April 22 at 1.30 Off Rec, The Red House, Duncombe pl, York

ELLIS, THOMAS, Eastbourne, Builder April 20 at 2.30 Messrs Coles & Son's Offices, Seaside rd, Eastbourne

EVANS, JOSEPH, Wandsworth rd, Bootmaker April 20 at 11.30 24, Railway app, London Bridge

EVANS, WILLIAM, Llandyssul, Cardigan, Licensed Victualler April 18 at 12.15 Off Rec, 4, Queen st, Carmarthen

HAMMOND, JOHN, Southampton, Butcher April 20 at 3.30 Off Rec, 172, High st, Southampton

HALE, HENRY, Coventry, Tailor April 20 at 12.30 Off Rec, 17, Hertford st, Coventry

JACQUES, JAMES ARTHUR, Lebberston, nr Filey, Innkeeper 21 at 11.30 74, Newborough, Scarborough

KELLY, JOHN, West Kirby, Chester, Draper April 20 at 12 Off Rec, 35, Victoria st, Liverpool

LIGGSTAFF, PURVES, Bolton, Fitter April 18 at 11 19, Exchange st, Bolton

MCCARA, FREDERICK BRADFORD, Lowndes st April 21 at 12 Bankruptcy bldgs, Carey st

MITCHELL, FREDERICK, Bradford, Stuff Merchant's Assistant April 22 at 3 Off Rec, 29, Tyrrel st, Bradford

OLIN, THOMAS, Bristol April 22 at 11.30 Off Rec, 26, Baldwin st, Bristol

PENDLEBURY, EDWIN, Liscard, Chester, Mining Engineer April 21 at 12 Off Rec, 35, Victoria st, Liverpool

PLUMMER, THOMAS, Sunderland, Oil Merchant April 21 at 3 Off Rec, 25, John st, Sunderland

PORTER, THOMAS WILLIAM, Brighton, Ironfounder April 22 at 2.30 Off Rec, 24, Railway app, London Bridge

REMANN, CHARLES, St Paul's rd, Canterbury April 22 at 12 Bankruptcy bldgs, Carey st

ROBINSON, JOHN, Billingham, Durham, Brick Manufacturer April 22 at 3 Off Rec, 8, Albert rd, Middlesbrough

SIMONS, HARRY, Ystalyfera, Glam, Labourer April 22 at 11.45 Off Rec, Alexandra rd, Swansea

STUBBS, ROBERT, Canklow, nr Rotherham April 22 at 11 Off Rec, Figtree ln, Sheffield

SUTCLIFFE, JOHN, Neath, Glam, Painter April 22 at 12.15 Off Rec, 31, Alexandra rd, Swansea

UNDERWOOD, JAMES THACKER, Beccles, Suffolk, Grocer April 20 at 12.30 Off Rec, 8, King st, Norwich

WARBURTON, JOHN, Hyde, Cheshire, Pork Butcher April 20 at 2.30 Off Rec, Byrom st, Manchester

WHITE, WILLIAM, Sheffield, Pearl Dealer April 22 at 11.30 Off Rec, Figtree ln, Sheffield

WILSON, ROWLAND, Arkholme, Lancs, Grocer April 18 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

WINTERBURN, CHARLES, Leeds, Builder April 22 at 11 Off Rec, 22, Park row, Leeds

WRIGHT, JOHN, Attleborough, Norfolk, Painter April 18 at 12.30 Off Rec, 8, King st, Norwich

Amended notice substituted for that published in the London Gazette of April 7:

WHITELEY, THOMAS, Huddersfield, Woollen Manufacturer April 21 at 3 Off Rec, Prudential bldgs, New st, Huddersfield

ADJUDICATIONS.

ALLSOPP, ALBERT AUGUSTUS, Birmingham, Hardware Dealer Birmingham Pet March 23 Ord April 6

ASHMORE, ARTHUR HALIBURTON, HENRY LESLIE ASHMORE, and HENRY BECKWITH ASHMORE, Mincing ln, Merchants High Court Pet March 19 Ord April 6

ATHERTON, ALFRED, Moses Gate, nr Bolton, Builder Bolton Pet March 17 Ord April 7

BAILEY, JOSEPH, Ashton, Preston, Commercial Traveller Preston Pet March 18 Ord April 6

BARNFIELD, WILLIAM HENRY, Tredegar, Mon, Grocer Tredegar Pet April 7 Ord April 7

BAYLEY, GEORGE, Ipswich Ipswich Pet April 6 Ord April 6

BURRELL, FREDERICK JOHN JEX, Norwich, Horse Hair Manufacturer Norwich Pet April 7 Ord April 7

CARTER, ALFRED ERNEST, Brighton, Baker Brighton Pet April 7 Ord April 7

CHAMBERS, ALFRED THOMAS, Lower Clapton rd, Retail Draper High Court Pet March 24 Ord April 8

DURRANT, JOHN THOMAS, York, Butler York Pet April 7 Ord April 7

FLETCHER, WILLIAM PRIESTMAN, Norton, nr Stockton on Tees, Bricklayer Stockton on Tees Pet April 6 Ord April 6

GREGORY, THOMAS, Lincoln, Carter Lincoln Pet April 4 Ord April 4

GARVILLE, CHALONER NORTHMORE DRUMMOND, Harrow St Albans Pet April 6 Ord April 6

HARDY, JOHN, Ilkeston, Derby, Furniture Dealer Derby Pet April 8 Ord April 8

HEATH, FREDERICK, Kensington, Job Master High Court Pet April 6 Ord April 6

HEATLEY, MARSHALL DAVIS, Whitley Bay, Northumberland, Auctioneer Newcastle on Tyne Pet March 5 Ord April 6

HEPPER, JOHN STAMILAND, Headingley, Stock Broker Leeds Pet April 8 Ord April 8

HIRD, JOHN WILLIAM, Mile End rd, Pork Butcher High Court Pet March 25 Ord April 7

HOLLAND, JAMES PEACOCK, Brixton, Journalist High Court Pet Feb 3 Ord April 7

HOLLOWAY, GEORGE, Kingston on Thames, Wholesale Confectioner Kingston, Surrey Pet Feb 25 Ord April 6

HOPKINS, JEREMIAH, Ammanford, Carmarthen, Tea Dealer Carmarthen Pet April 7 Ord April 7

HULM, HENRY, Coventry, Tailor Coventry Pet April 4 Ord April 4

IVES, AARON, Bedford, Beerhouse Keeper Bedford Pet April 8 Ord April 8

JOHN, LEVI, Soar, Neath, Journeyman Plasterer Neath Pet April 8 Ord April 8

KERF, CHARLES, Norwich, Boot Manufacturer Norwich Pet April 6 Ord April 6

KEENER, GEORGE, Stoke Newington, Dairy Foreman High Court Pet March 30 Ord April 7

LITTLE, WILLIAM, Wigton, Cumberland, Farmer Carlisle Pet April 3 Ord April 7

LUCKIN, WALTER JOHN, Worthing, Wheelwright Brighton Pet April 7 Ord April 8

MARCUS, PHILIP, Old Cavendish st, Oxford st, Tailor High Court Pet Nov 24 Ord April 8

MARKS, HARRY, and DAVID MARKS, Manchester Manchester Pet March 18 Ord April 8

MAUDE, JOSEPH, Seaforth, Lancs, Licensed Victualler Liverpool Pet April 3 Ord April 7

MEES, GEORGE, Crickhowell, Brecon, Grocer Tredegar Pet April 7 Ord April 7

MITCHELL, FREDERICK, Bradford, Stuff Merchant's Assistant Bradford Pet April 6 Ord April 6

MORRIS, ALFRED ERNEST, Knighton, Radnor, Grocer Leominster Pet April 7 Ord April 7

MORRIS, MALCOLM STAFFORD, Bristol, Butcher Bristol Pet March 24 Ord April 6

MUTTON, THOMAS, Brighton, Sussex, Inventor Brighton Pet Feb 20 Ord April 8

ORAM, CLEMENT, Grays, Essex, Seaman Instructor Chelmsford Pet April 3 Ord April 6

PENFOLD, FREDERICK JAMES, Dalston ln, Licensed Victualler High Court Pet Feb 27 Ord April 7

PITT, WILLIAM, Kingston on Thames, Auctioneer's Clerk Kingston, Surrey Pet April 4 Ord April 4

RESTA, FEDERICO, Shaftesbury av, Importer of Foreign Produce High Court Pet March 21 Ord April 7

SILCOX, ALBERT, Bridgwater, Somerset, Job Master Bridgwater Pet Feb 12 Ord April 6

TYRRELL, EDMUND ERNEST, St George's Cliff, Herne Bay, Builder Canterbury Pet April 7 Ord April 7

WARBURTON, JOHN, Hyde, Chester, Journeyman Pork Butcher Ashton under Lyne Pet March 20 Ord April 6

WEST, EDMUND, Queenborough, Kent, Licensed Victualler Rochester Pet April 7 Ord April 7

WHEELDON, JOHN CHRISTIAN, Moss Side, nr Manchester, Caterer Manchester Pet April 6 Ord April 7

WHITAKER, HENRY, Burnley, Ale and Porter Bottler Burnley Pet April 1 Ord April 7

WINTERBURN, CHARLES, Leeds, Builder Leeds Pet April 7 Ord April 7

Amended notice substituted for that published in the London Gazette of April 7:

DAVISON, HENRY NORMAN, Stretford, nr Manchester, Speculative Builder Salford Pet April 4 Ord April 4

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

LUMSDEN, CARLOS B, Arlington st, Piccadilly, Barrister at Law High Court Rec Ord Sept 4, 1901 Adjud Sept 19, 1901 Rescind Annul April 8, 1903

London Gazette.—TUESDAY, April 14.

RECEIVING ORDERS.

CANT, CHARLES DAINES, Ipswich, Baker Ipswich Pet April 7 Ord April 7

DAVIES, THOMAS, Merthyr Tydfil, Clothier Merthyr Tydfil Pet April 4 Ord April 9

EVANS, JOHN, Llywel, Brecon, Farmer Merthyr Tydfil Pet April 9 Ord April 9

HILES, JAMES, Broadclist, Devon, Farmer Exeter Pet April 6 Ord April 6

JOHNSON, JOHN THOMAS, Burton on Trent, Secretary to a Public Company Burton on Trent Pet April 9 Ord April 9

JONES, HUGH, Llanddanielfab, Anglesey, Commission Agent Bangor Pet April 9 Ord April 9

LAYCOCK, ROBERT WILLIAM, Halifax, Farmer Halifax Pet April 9 Ord April 9

MEREDITH, JOHN JAMES, Stamshaw, Portsmouth, Baker Portsmouth Pet April 8 Ord April 8

REES, DAVID, Treharris, Glam, Refreshment house Keeper Merthyr Tydfil Pet April 9 Ord April 9

RISBY, RALPH, Glass Houghton, Yorks, Grocer Wakefield Pet April 9 Ord April 9

SWIFT, RICHARD, Darnall, Sheffield, General Dealer Sheffield Pet April 9 Ord April 9

WILLIAMSON, DAVID, Fiskerton, Lincoln, Farmer Lincoln Pet April 8 Ord April 8

WINSTANLEY, THOMAS A, Oldham, Sharebroker Oldham Pet March 27 Ord April 8

Amended notice substituted for that published in the London Gazette of April 10:

KELF, CHARLES, Norwich, Boot Manufacturer Norwich Pet April 6 Ord April 6

FIRST MEETINGS.

ALLSOPP, ALBERT AUGUSTUS, Birmingham, General Goods Dealer April 24 at 11 174, Corporation st, Birmingham

BAYLEY, GEORGE, Ipswich April 22 at 2 36, Princes st, Ipswich

BURRELL, FREDERICK JOHN JEX, Norwich, Horse Hair Manufacturer April 22 at 3.30 Off Rec, 8, King st, Norwich

CANT, CHARLES DAINES, Ipswich, Baker April 22 at 2.30 36, Princes st, Ipswich

CARTER, ALFRED ERNEST, Brighton, Baker April 22 at 12 Off Rec, 4, Pavilion bldgs, Brighton

CHILMAN, JOHN WILLIAM, Kingston upon Hull, Solicitor April 23 at 11 Off Rec, Trinity House ln, Hull

CREWE, PETER, Bangor, Carnarvon, Grocer April 22 at 12 Crypt chmbrs, Eastgate row, Chester

GIVEN, WILLIAM, Richmond, Printer April 22 at 12.30 24, Railway app, London Bridge

HARDY, JOHN, Ilkeston, Derby, Furniture Dealer April 23 at 3 Off Rec, 47, Full st, Derby

HEPPER, JOHN STAMILAND, Headingley, Leeds, Stock Broker April 27 at 11 Off Rec, 22, Park row, Leeds

HILES, JAMES, Broad Clist, Devon, Farmer April 30 at 10.30 Off Rec, 9, Bedford circus, Exeter

HILL, EDWARD, Keighley, Yorks, Machine Maker April 24 at 3 Off Rec, 29, Tyrrel st, Bradford

HOPKINS, FARMER, Earl Shilton, Leicester April 22 at 12.30 Off Rec, 1, Berridge st, Leicester

JOHNSON, MARTIN SMITH, Sydenham, Builder April 23 at 11.30 24, Railway app, London Bridge

KELF, CHARLES, Norwich, Boot Manufacturer April 22 at 4 Off Rec, 8, King st, Norwich

LUCKIN, WALTER JOHN, Worthing, Wheelwright April 22 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

MARSDEN, ROBERT, Chatburn, nr Clitheroe, Lancs, Innkeeper April 22 at 11 Off Rec, 14, Chapel st, Preston

NORLEY, ISABELLA, Ashford, Kent, Stationer April 22 at 12 Off Rec, 68, Castle st, Canterbury

RYLAND, JOHN DANIEL, Treforis, Glam, Collier April 22 at 12 135, High st, Merthyr Tydfil

SIBCOM, HENRY FURZE, Stretford, nr Manchester, Timber Merchant April 22 at 2.30 Off Rec, Byrom st, Manchester

STANTON, THOMAS HENRY, Birmingham, Boot Dealer April 22 at 11 174, Corporation st, Birmingham

TABRAHAM, JOSIAH, Speldhurst, Kent, Miller April 24 at 12 24, Railway app, London Bridge

TAYLOR, WILLIAM EDWARD, Clewer, Berks, Builder April 23 at 12 95, Temple chmbrs, Temple av

TYRRELL, EDMUND ERNEST, St George's Cliff, Herne Bay, Builder April 23 at 12.30 Off Rec, 68, Castle st, Canterbury

UPHAM, GEORGE, Merthyr Tydfil, Coal Merchant April 23 at 12 135, High st, Merthyr Tydfil

ADJUDICATIONS.

BAKER, BENJAMIN, jun, Dudley, Worcester, Grocer Dudley Pet March 19 Ord April 9

CANT, CHARLES DAINES, Ipswich, Baker Ipswich Pet April 7 Ord April 7

EARLEY, FREDERICK, Tunbridge Wells, Florist Tunbridge Wells Pet April 4 Ord April 9

EVANS, JOHN, Pant Cwmdwr, Llywel, Brecon, Farmer Merthyr Tydfil Pet April 9 Ord April 9

EVANS, THOMAS, Tilston, nr Malpas, Chester, Publican Chester Pet Feb 14 Ord April 9

HILES, JAMES, Broadclist, Devon, Farmer Exeter Pet April 6 Ord April 6

JOHNSTON, JOHN THOMAS, Burton on Trent, Secretary to a Public Company Burton on Trent Pet April 9 Ord April 9

JONES, HUGH, Llanddanielfab, Anglesey, Commission Agent Bangor Pet April 9 Ord April 9

KELLY, JOHN, West Kirby, Cheshire, Draper Birkenhead Pet April 1 Ord April 9

LAYCOCK, ROBERT WILLIAM, Halifax, Farmer Halifax Pet April 9 Ord April 9

MEREDITH, JOHN JAMES, Stamshaw, Portsmouth, Baker Portsmouth Pet April 8 Ord April 8

MORRIS, JOSEPH, South Shields Newcastle on Tyne Pet Nov 12 Ord April 9

REES, DAVID, Treharris, Glam, Refreshment House Keeper Merthyr Tydfil Pet April 9 Ord April 9

RISBY, RALPH, Glass Houghton, Yorks, Grocer Wakefield Pet April 9 Ord April 9

ROBINSON, JOHN, Billingham, Durham, Brick Manufacturer Stockton on Tees Pet March 16 Ord April 8

SWIFT, RICHARD, Darnall, Sheffield, General Dealer Sheffield Pet April 9 Ord April 9

SWINGLER, AMOS, Leicester, Baker Leicester Pet March 24 Ord April 9

WESTON, ARTHUR WILLIAM, Wednesbury, Grocer's Assistant Walsall Pet March 19 Ord April 7

WILLIAMSON, DAVID, Fiskerton, Lincoln, Farmer Lincoln Pet April 8 Ord April 8

Amended notice substituted for that published in the London Gazette of April 10:

KELY, CHARLES, Norwich, Boot Manufacturer Norwich Pet April 6 Ord April 6